

**KENTUCKY-AMERICAN WATER COMPANY**  
**CASE NO. 2023-00191**  
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For electronic version, see [KAW\\_APP\\_TABLE\\_OF\\_CONTENTS\\_063023.pdf](#).

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 1**

**Description of Filing Requirement:**

Present Tariffs

**Response:**

Please see attached for copy of Present Tariffs.

For electronic version, see KAW\_APP\_EX01\_063023.pdf.

KENTUCKY-AMERICAN WATER COMPANY

2300 Richmond Road  
Lexington, KY 40502

<http://www.amwater.com/kyaw>

RATES – CHARGES – RULES – REGULATIONS

FOR FURNISHING

WATER SERVICE

AT

BOURBON, CLARK, FAYETTE, FRANKLIN, GALLATIN, GRANT, HARRISON,  
JACKSON, JESSAMINE, NICHOLAS, OWEN, SCOTT, WOODFORD, AND ROCKCASTLE  
COUNTIES IN KENTUCKY

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF

KENTUCKY

ISSUED: March 1, 2023  
EFFECTIVE: March 31, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

Approved:

KENTUCKY  
PUBLIC SERVICE COMMISSION

Linda C. Bridwell  
Executive Director



EFFECTIVE

**3/31/2023**

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

**KENTUCKY-AMERICAN WATER COMPANY**INDEXKENTUCKY-AMERICAN WATER COMPANY RULES AND REGULATIONS FOR WATER SERVICE

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(D) indicates deletion

**ISSUED:** November 28, 2018**EFFECTIVE:** June 28, 2019**ISSUED BY:** /s/ Nick O. Rowe

Nick O. Rowe

President

2300 Richmond Road, Lexington, KY 40502

*Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019***Approved:****KENTUCKY  
PUBLIC SERVICE COMMISSION****Gwen R. Pinson**  
Executive Director**EFFECTIVE****6/28/2019**

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

**KENTUCKY-AMERICAN WATER COMPANY**

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(N) indicates new rate or requirement

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**Approved:**

**KENTUCKY  
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**6/28/2019**

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

**KENTUCKY-AMERICAN WATER COMPANY****1. DEFINITIONS APPLICABLE TO RULES & REGULATIONS**

- 1.1 "Commission" means the Kentucky Public Service Commission.
- 1.2 "Company" shall mean the Kentucky-American Water Company acting through its officers, managers, or other duly authorized employees or agents.
- 1.3 "Customer" shall mean any person, firm, corporation, entity or municipality supplied with water service by Kentucky-American Water Company pursuant to these Rules and Regulations.
- 1.4 "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.
- 1.5 "Residential" – Sales to single premise residences, or to multiple premises residences where each premises is served through a single Meter. Sprinkler services added to existing premises coded as residential would also be coded as residential. For premises served through a single Meter with multiple owners, where usage is primary for residential purposes, and the water is billed to a homeowner association such as a condominium complex they will be classified as residential and charged the residential rate.
- 1.6 "Commercial" – Sales to multiple premises residences served through a single Meter or battery of Meters. This would include two (or more) family houses and apartment houses. Sales to private schools, colleges, hospitals, churches and other private educational, cultural, social or religious organizations. Sales to business or manufacturing establishments where the water is not used principally in manufacturing or processing functions. This would include commercial offices of public utilities. Examples under this category are: stores, laundries, cleaners, shoe repair and other service establishments, garages and service stations, office buildings, sales offices or manufacturing or processing establishments, retail florists, theaters, bowling alleys, swim clubs, golf courses, manufacturing or processing establishment where water is used principally for sanitary purposes, barber shops. Water used for irrigation for agricultural purposes would normally be coded as commercial. Sprinkler services added to existing premises coded as commercial or industrial would also be coded as commercial.
- 1.7 "Industrial" – Sales to manufacturing or processing establishments where the water is used principally in manufacturing or processing function. This would include public or private utility plants using water for steam generation, power production, etc.

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Executive Director****EFFECTIVE****6/28/2019****PURSUANT TO 807 KAR 5:011 SECTION 9 (1)**



**KENTUCKY-AMERICAN WATER COMPANY**

- 1.8 Other Public Authority or “OPA” – Sales to municipal, county, state or federal agencies (other than the sales of water for resale). Examples under this category are: city buildings, public schools, public housing developments, libraries and hospitals, fire stations, county, state and federal buildings and agencies.
- 1.9 Sales for Resale or “Resale” – Sales to private or public water utilities where the water is to be resold to customers of the utilities.
- 1.10 “Meter” means a device which measures and records the quantity of water supplied to a Customer.
- 1.11 “Company Service Line” means that portion of the water service line and appurtenances from the main to the Customer Service Line that is paid for and/or owned by the Company.
- 1.12 “Customer Service Line” means that portion of the water service line and appurtenances from the Customer’s Premises to the Company Service Line, which is paid for and/or owned by the Customer. When the Meter is outside the Premises, the Customer Service Line is from the Meter pit to the Premises. When the Meter is inside the Premises, the Customer Service Line is from the stop box to the Premises.
- 1.13 “Premises” as contemplated in these Rules, shall mean and include:
- 1.13.1 A building under one roof and occupied as one business or residence; or
- 1.13.2 A combination of buildings owned or leased by one party in one common enclosure or a single tract of land not crossed by public streets, roads, or ways, and occupied by one family or business; or
- 1.13.3 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
- 1.13.4 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
- 1.13.5 each residential or business single occupancy unit, served through one street service connection in a building which is not a premise otherwise defined in these Rules.
- 1.13.6 any other location at which the Company provides metered service to a Customer in

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

**KENTUCKY-AMERICAN WATER COMPANY**

accordance with these Rules regardless of whether there is a structure or building at that exact location.

- 1.14 "Fire Service Connection" is one to which is attached fixtures from which water is taken only for the extinguishment of fire.
- 1.15 "Public Fire Hydrant" - All public fire hydrants contracted for or ordered by Urban County, Municipality, County, State or Federal Agencies or Institutions. These must be located on or immediately adjacent to public right-of-way.
- 1.16 "Private Fire Hydrant" – All hydrants contracted for or by private entities on private property for the use of that entity or on private right-of-way. Also for public agencies for hydrants not located on public right-of-way.
- 1.17 "New Private Fire Hydrant Service" is available to areas before such time as a unit of government shall agree to pay public fire protection charges thereon in accordance with Rule 11 herein.
- 1.18 "Private Fire Service" – All private and public fire protection service lines with hose connections or sprinkler systems charged by line size.
- 1.19 "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.
- 1.20 "Rate" means the Company's Schedules of Rates and Tariffs then in effect.
- 1.21 "Rules" or "Rule" means these Company Rules and Regulations applicable to water service.

**2. SERVICE & APPLICATIONS**

**2.1 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 will be bound thereby. The Rules and Regulations and Service Classifications contained in this tariff apply in the service territory of Kentucky-American

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
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**KENTUCKY-AMERICAN WATER COMPANY**


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Water Company.

- (b) Except fire and some special connection services, all service will be rendered on a Meter basis. Residential, commercial, industrial and OPA service are only regularly available for single Premises as "Premises" is defined in these Rules.

## 2.2 Requests for Water Service

- (a) All persons, entities, firms, corporations or OPA's desiring water service, must request service from the Company in a manner prescribed by the Company, setting forth all purposes for which water will be used at the Premises for which service is requested. All information provided by the Customer must be true, accurate and kept up to date.
- (b) Any change in the identity of the Customer at a Premises will require a new request for water service and the Company may, after reasonable notice, discontinue the water supply until such new request has been made and accepted.
- (c) A Customer who has requested service and been accepted by the Company, shall be held liable for all water service furnished to the Premises until such time as the Customer properly notifies the Company to discontinue the service for his/her account at the Premises.
- (d) An activation fee will be charged in accordance with the Company's Tariff.
- (e) No Customer receiving water service from the Company will be permitted to use water for any other purpose than that for which they shall have requested and the Company shall have approved.
- (f) The Company may refuse service to a Customer with an outstanding, unpaid balance due until the Customer pays the balance due.

## 2.3 Special Arrangements for Water Service

- (a) Water for building or construction purposes must be specially applied for.
- (b) Connections for private fire service and private fire hydrant service must be specially applied for.
- (c) Water for transient or temporary purposes must be specially applied for.

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**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

**EFFECTIVE**

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**3. BILLING, ABATEMENTS & REFUNDS**

**3.1 Abatements and Refunds**

Abatement shall be made for leaks in service pipes or fixtures belonging to the Customer in accordance to Tariff.

**3.2 Meter 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. Meter testing shall be conducted in accordance with the then-applicable Rules.
- (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 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 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. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using the data as elapsed time since the last meter test, if applicable, and historical usage data for the customer. If that data is not available, the average usage of a similar class of customers shall be used for comparison purposes in calculating the time period. (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. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using the data as elapsed time since the last meter test, if applicable, and historical usage data for the customer. If that data is not available, the average usage of a similar class of customers shall be used for

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**KENTUCKY-AMERICAN WATER COMPANY**

comparison purposes in calculating the time period. The Company will limit the period of recovery for under-billing to only the most recent twelve (12) months of under-billing, even if the under-billing occurred for a longer period.

- (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 Company shall be that percentage of error as determined by the test; i.e., it is the duty of the Company to maintain the accuracy of its measuring device as nearly one hundred percent (100%) as is commercially practicable. Therefore, percent error shall be that difference between one hundred percent (100%) and that amount of error as indicated by the test.
- (f) The burden of maintaining measuring equipment so that it will register accurately is upon the Company; 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 (12) months, the refund shall be 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.

**3.3 Terms and Conditions of Billing and Payment**


- (a) All fire service charges shall be payable monthly in arrears.
- (b) Bills for water service by Meter will be rendered monthly with ending dates as may be determined by the Company.
- (c) Bills for private fire hydrants shall be payable quarterly in advance, except that the charges for private fire hydrant service shall be payable as set forth in Rule 11.
- (d) Special charges shall be payable upon demand.
- (e) All bills for water and service are due and payable when rendered and are considered delinquent if not paid in accordance with Tariff and Commission regulations. Failure to pay will render the Customer subject to disconnection and subject to payment of reconnection in Tariff. If any bill for water service is not paid in accordance with Tariff, the service may be discontinued in accordance with Rule 4, Disconnecting & Reconnecting Service.
- (f) Customers are responsible for furnishing the Company with their correct billing

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addresses (email or postal address). 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.

- (g) All bills will be sent to the billing address (email or postal address) provided when requesting water service unless the Company is notified in writing by the Customer of any change of billing address.
- (h) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered.
- (i) The use of water by the same Customer in different Premises or localities will not be combined.
- (j) If for any reason service is discontinued before the expiration of twenty-five (25) days from commencement of service, a bill for a prorated portion of the minimum service charge for the month will be rendered.
- (k) Residential Customers may elect to participate in a monthly budget billing payment plan. Under such a plan, Customers shall pay a fixed monthly amount determined by the Company based on historical or estimated usage. A Customer may enroll in such a plan at any time by contacting the Company. The Company will issue bills so as to bring each customer's account current once each 12-month period or through a series of levelized adjustments on monthly basis if usage indicates that the account will not be current upon payment of the monthly budget amount. If a Customer fails to pay bills as required under the plan, the Company reserves the right to remove the Customer from the plan, restore the customer to regular billing, and require immediate payment of any deficiency.

**4. DISCONNECTING AND RECONNECTING SERVICE**

**4.1 Discontinuance of Water Service**

- (a) Water service will be discontinued to any Premises on account of temporary vacancy upon 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 and Rules of the Company.
- (b) The Company shall discontinue the Customer's service for violation of any Rule or for non-payment of bills upon providing the Customer with at least ten (10) days written notice


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**KENTUCKY-AMERICAN WATER COMPANY**

delivered by mail or personally delivered to him/her or a member of his/her household, advising the Customer of what Rule had been violated and for which service will be discontinued if violation continues. However, discontinuance of service shall be effected no 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 that case, discontinuance may not be effected for thirty (30) days beyond the termination date as calculated above. 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 advance notice. 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:

- i. 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.
- ii. 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.
- iii. For interfering or tampering by the Customer, or others with the knowledge of the Customer, with any Meter, connection, service pipe, curb stop, seal or any other appliance of the Company controlling or regulating the Customer's water supply.
- iv. For failure to provide the Company's employees free and reasonable access to the Premises 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).
- v. 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 at the Premise accruing under these Rates and Rules. Discontinuation of service for non-payment on an account shall only be made at the Premise associated with that Account and will not occur for other accounts held by the same Customer that are current in payments unless the Customer has requested multiple accounts or premises be combined for billing purposes.

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Executive Director



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**KENTUCKY-AMERICAN WATER COMPANY**

- vi. In case of vacancy of the premises.
  - vii. 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.
- (c) In cases where plumbing has been installed prior to adoption of and not in accordance with these Rules, and where water is being taken through a single service pipe to supply two or more Premises, the party making application shall be responsible for all water bills and other legitimate charges. Any violation of the Company Rules 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, to be provided by and at the expense of the Company.
- (d) Discontinuing the supply of water to a Premises for any such 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.

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

**4.3 Reconnection Charge**

When it has been necessary to discontinue water service to any Premises because of a violation of the Rules or on account of non-payment of any bill, a charge will be made to cover the expense 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, must be paid before the water will be reconnected.


**5. COMPLAINTS**

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**Approved:**

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<b>Gwen R. Pinson</b> Executive Director 
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5.1 Customer Complaints

Any complaint against the service or employees of the Company may be made at the office of the Company or by telephone, mail or email. The Company will handle all Complaints in accordance with regulatory requirements.

6. METERS, TESTING AND ACCURACY

6.1 Meters


- (a) Water will be sold by Meter measurement only.
- (b) All Meters, except detector devices and/or fire service line Meters, will be installed, maintained and replaced 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 accident or misuse or purposeful actions) the Customer shall pay to the Company the cost of its repair on presentation of bill therefore.
- (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) Each Premise shall be supplied through an independent Meter setting.
- (e) If more than one Meter setting is installed upon a Customer's Premise, the usage of all Meters on a Premise may be combined for billing purposes if so requested by the Customer. Combined billing will be continued as long as the Premises criteria is met.
- (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.
- (g) The Company shall make any test of any Meter upon written request of the Customer if the request is not made more frequently than once each twelve (12) months. The Customer shall be given the opportunity to be present at the requested test. The Customer may be billed the actual cost of making the test, but 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 Customer.

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- (h) The Company reserves the right to put seals on any water Meter, or on couplings in and for any premises, and may shut off the supply if such seals are found broken or removed.
- (i) Once any Meter has been placed, any change in location requested by the Customer will be done by the Company, at the expense of the Customer, if the location is acceptable pursuant to 6.1(k).
- (j) Monitoring of Customer usage shall be in compliance with the then-applicable Rules and Regulations. The Company monitors Customer usage on a monthly basis through its collection of usage information. Upon the collection of that information, the Company compares usage for a particular month with a Customer's historical usage. To the extent the current month's usage show an unusual deviation from historical usage, the Company will notify the Customer and take steps to determine the reason for the unusual deviation.
- (k) Meters may be located either in an outdoor Meter box or vault, at the option of the Company. The location of the Meter must be acceptable to the Company and allow for the Meter to be easily examined, tested, repaired, read, removed or replaced. The Meter box or vault shall be located in a convenient and readily accessible location acceptable to the Company. The Meter box or vault must be constructed to protect the Meter from freezing and damage by vehicular traffic, and its location and design shall prevent, as far as possible, the inflow of surface water. After a Meter is installed by the Company, a Customer shall not tamper with, alter, repair or remove the Meter or allow anyone other than the Company to do so. Any plumbing, piping, grading or structural modification which could result in the relocation of the Meter or impact accessibility must first be approved by the Company.

**6.2 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) Determination of Accuracy. No new, rebuilt or repaired meter shall be placed in service if it registers outside the parameters established in the then-applicable Rules and Regulations.
- (c) 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.

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**7. PROTECTION OF PUBLIC WATER SYSTEM**

**7.1 Intercepting and Storage Tanks**

- (a) Customer Service Lines shall not be connected to the suction side of pumps, unless approved by the Company. Customers who require a large quantity of water within a short period of time must have intercepting or intermediate storage tanks, pump discharge control valves, or other controls approved by the Company.
- (b) The inlet connection for the tanks attached directly or indirectly to the Customer Service Line shall discharge at a point no less than two (2) times the diameter of the inlet pipe above the overflow of such tanks and must be approved by the Company.

**7.2 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. A vacuum valve should be installed, in accordance to applicable plumbing requirements, 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.
- (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.

**7.3 Plumbing Work Must Be Approved by Company**

All plumbing work done in connection with pipe and fixtures connected with the Company's mains shall be submitted for the approval of the Company before such work is covered up. Whenever the Company determines that plumbing work is defective, the Company may require it be corrected before the water will be turned on.

**7.4 Cross-Connections**


- (a) No cross-connection will be permitted unless an acceptable form of protection against contamination by backflow into the water distribution system is provided by a testable backflow prevention assembly. Acceptable forms of protection must comply with all applicable state and local requirements and approved by the Company. The required protective device or system shall be provided, installed and maintained by the Customer in good working condition, at the

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Customer's expense, and shall be subject to testing and approval of the Company before being placed in service, and at such times thereafter as may be deemed necessary by the Company.

- (b) Any cross-connection existing which is in violation of these Rules shall be immediately removed or corrected. Failure of the Customer to do so may result in immediate termination of water service in accordance with Rule 4.

**8. RIGHTS AND RESPONSIBILITIES**

**8.1 Customers Requiring Uninterrupted Supply**

- (a) The Company will endeavor to give reasonable service but does not guarantee a sufficient or consistent pressure or an absolutely 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.

**8.2 Interruptions in Water Supply**


- (a) The Company reserves the right at any time to shut off the water in the Mains without notice in case of accident or emergency, or for the purpose of making connections, extensions, improvements, alterations, repairs, changes, or for other proper business reasons, and may restrict the use of water to reserve a sufficient supply in its reservoirs for fire protection or other emergencies whenever the public welfare may so require in accordance with Commission Rules. Notwithstanding any other provision in these Rules or any contract or agreement between the Company and any Customer, when, in the judgment of the Company, sufficient supplies of water are not available to the Company, for any reason, to meet all existing and reasonably anticipated demands for service or to preserve and replenish its storage in amounts sufficient to provide fire protection on its system, the Company shall have the right to restrict, limit, curtail or interrupt water service to or water usage by any Customer or Customers.
- (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.

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8.3 Liability of Company

- (a) The Company shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water, due to any cause whatsoever. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.
- (b) The Company will make every effort to maintain a pressure on the distribution system that is required for reasonable service and is compliant with federal and state requirements, but it does not guarantee to furnish at all times any given quantity for fire uses or for general purposes.
- (c) The Company shall not be responsible for accidents or damages to boilers, hot water tanks, etc., resulting from the discontinuance of service, nor by reason of the breaking of any main, water pipe, fixture or appliance whether owned by the company or Customer, and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption of service. The Company will exercise every care in this matter, and in the event of the necessity of turning off water, every reasonable effort will be made to notify the Customer.
- (d) The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. The Company agrees to furnish such supply of water as shall then be available and not other or greater, 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.

8.4 Meters

No person shall turn the water on or off at any street valve, Company stop, curb stop or other street connection, or at meter setting or meter vault, or disconnect, remove or bypass any meter without the consent of the Company. The Company has the right to prosecute for any damage resulting from any unauthorized tampering with Company property.

8.4 Electrical Ground


No electric wires shall be grounded on the mains of the Company or on any Company Service Lines or pipes or fixtures of any kind which have a metallic connection with the mains of the Company. The Company has the right to prosecute for any damage resulting violation of this Rule.

8.5 Limitations on Resale of Water

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Water furnished to any customer, except for a customer classified as a “Sales for Resale” customer, is for the customer’s use only and such water shall not be resold by the customer to any other person, firm, or corporation on the customer’s premises or for use on any other premise. This restriction, however, does not preclude a customer from allocating the Company’s billing to the customer to any other person, firm, or corporation provided the sum of such allocations does not exceed the Company’s billing.

**9. CUSTOMER AND COMPANY SERVICE LINES**

**9.1 Company Service Lines**

- (a) Subject to Rule 10 on Main extensions and subject to the terms of any applicable Main extension agreement, the Company will install a Company Service Line provided that it is required for the immediate and continuous supply of water in order to furnish general water service, and that the Premise to be served abuts a street, highway or right-of-way in which a Main is located.
- (b) The Customer shall install the Customer Service Line to a point approved by an authorized employee of the Company, after which the Company will have the Company Service Line installed from the Main to the Customer Service Line upon payment by the Customer of the tap fee. Where the Company Service Line is already installed, the Customer Service Line shall be connected to the Company Service Line at a point approved by an authorized employee of the Company.
- (c) The Company Service Line shall be sized, furnished, installed, owned and maintained only by the Company and shall remain under its sole control. Only the Company may make connections to its Mains. Nothing may be attached to the Company Service Line except a Customer Service Line. The connection to the Company Service Line must be made by an authorized employee or agent of the Company, or a licensed plumber.

**9.2 Customer Service Lines**


- (a) The Company will specify the location of the connection to the Customer Service Line. The Customer Service Line shall be installed, maintained, and/or owned by the Customer, at the Customer’s expense and risk. The Customer Service Lines shall be installed in accordance with applicable plumbing requirements.
- (b) Each Premise shall be served by no more than one Customer Service Line unless otherwise approved by the Company. Customer Service Lines supplying the Premises shall not pass through or across any other Premises. No water pipes or plumbing in any Premises shall be extended from

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there to any other Premises.

When a Customer Service Line is relocated at the Customer's request, or when no associated relocation of the Company's Service Lines or other infrastructure is occurring, the Customer shall be responsible for the cost of such relocation. In instances where a Customer Service Line is required to be relocated due to roadway construction or other causes not within Company control, and the Company's Service Lines or other infrastructure is also being relocated, the Customer shall not be responsible for the cost of such relocation unless the Customer requests a specific location different than that specified by the Company.

A Customer's Service Line which is irregularly located because there was no Main abutting the Premises at the time such Customer Service Line was installed shall, at the Customer's expense, be relocated and connected to a new Company Service Line on the Main abutting the Premises when it becomes necessary for such Customer Service Line to be repaired or replaced.

- (c) A Customer, occupant, owner, or any agent thereof is not authorized to attach the Customer Service Line to Company property or shut the water line on or off. If a Customer, occupant, owner, or any agent thereof does so, and in making an attachment or in shutting off or turning on water does not properly replace the curb box cap or Meter lid, or damages the curb stop, curb box, copper setter, or other property of the Company, repairs shall be made only by the Company, but at the Customer's expense. If a Customer, occupant, owner, or any agent thereof takes any unauthorized action described therein, the Company shall not be liable for any personal and property damage caused to Customer's property.
- (d) The Customer Service Line and all connections and fixtures attached thereto shall be subject to the approval of the Company before water will be turned on. All Premises receiving a supply of water and all Company Service Lines and Meters and appurtenances, including any and all fixtures within the Premises, shall at all reasonable hours be subject to inspection by any duly authorized employee or agent of the Company.
- (e) Only an authorized agent of the Company may turn water on and off in the meter box. In case of emergencies, licensed plumbers may turn water on and off if a shut off valve is not available in the Premise and must notify Company within 24 hours of doing so.

10. WATER MAIN EXTENSIONS

10.1 General Main Extensions Rules


- (a) In estimating the cost of an extension, the estimate shall be based on the diameter of the pipe to be

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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.

- (b) No interest will be paid by the Company on the Applicant's payment or on any balances not refunded. At the expiration of said ten-year period, the refund account will be closed, and no further refunds will be made.
- (c) Extensions made under this Rule shall be and remain the property of the Company.
- (d) The Company reserves the right to further extend its water mains from and beyond the end 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 connecting of Customers to any further extension of mains installed.
- (e) In determining the length of main extensions 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 or to the edge of subdivision property, including common area.

10.2 Main Extensions for Other than in New Subdivisions


- (a) For Free Extensions, the Company will, upon written request for Residential service by a prospective Residential Customer or 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) For Extension Above Limit, 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 cost of the free extension specified herein, such an extension will be made under the following conditions: the Company shall 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 end within a period of ten

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- (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) The free extension or refund amount shall not be reduced below that applicable to fifty (50) feet of main per Customer. A prospective Customer is one who will connect to such main extension within the refund period after the date the water is turned on in 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 refund period.

10.3 Main Extensions for New Subdivision

(a) Definitions

- i. 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 local planning and zoning authority, and in which the owner thereof has the right, under the rules of said Authority, to construct streets, sidewalks, curbs and other improvements.
- ii. 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 footage 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 hundred feet, the total number of lots in the subdivision shall be determined by dividing the total frontage of all the lots in the subdivision by one hundred feet.
- iii. 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 local planning and zoning authority.
- iv. 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

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the preliminary (or final, if applicable) plat of said subdivision as approved by the local planning and zoning authority, in order to deliver an adequate supply of water from existing mains of Company to such new subdivision.

- v. The term “current estimated cost” as used herein shall mean that sum determined by Company as the estimated cost of installing one foot of water main, together with that sum determined by Company as the estimated 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.
- (b) 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.
- (c) 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 the Appendix, and/or a “New Subdivision Extension Deposit Agreement for On Site Facilities” as hereinafter set forth in the Appendix, which Agreements shall be entered into upon the following basis:
  - i. 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.
  - ii. 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

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the entire subdivision considered as a whole for the purpose of making deposits and receiving refunds for off-site facilities under Company Rule No. 10. In such event, owners shall furnish Company 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 four (4) copies of a preliminary or final plat of the subdivision or units thereof, duly approved by the Local planning and zoning authority, 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 thereon, 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 deemed necessary and upon delivery to Company by the owner of such subdivision, any other information requested by the Company.


- iii. Separate Extension Deposit Agreements, in the form provided in the Appendix, shall be entered into by the owner of the subdivision 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.
- iv. 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 thereto 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

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- 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.
- v. 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, and (2) (a) the presumed cost of ten (10) feet of off-site 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 initial 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 the Appendix of these Rules.
- vi. For each Premises served for which a street service connection shall be directly attached to such main extension between its original beginning or 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 (c) vi above for that part of the new subdivision then to be developed, by the total number of lots,

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**Approved:**

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



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determined as provided in Section (a) ii 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.


- b. For off-site facilities, the quotient obtained by dividing the deposit for off-site facilities, determined as provided in Section (c) iv 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 (c) ii above.
  
- vii. 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 local planning and zoning authority and recorded in the Office of the County Clerk. 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 Authority or as recorded in the office of said Clerk, whether such changes are made with or without the consent of said subdivider, and in the 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 all other expenses or costs relating 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.

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- (d) Company shall, upon written request of any owner of a new subdivision, with who a contract has been entered into under these Rules, made within thirty (30) days after effective date of these Rules, re-execute such agreements under terms of these Rules.

**11. PUBLIC AND PRIVATE FIRE SERVICE**

**11.1 Application for Private Fire Service**


- (a) The extent of the rights of the Customer for private fire service is to receive, but only at times of fire at the Premises served by the private fire service, such supply of water as shall then be available. The 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) The applicant or its agent shall complete an “Application for Special Connection,” which is available at the Company’s offices. 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,” and then only after such application has been submitted by the Customer and approved in writing by the Company and the applicable Fire Department.
- (c) A gate valve with post indicator 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 and post indicator shall be furnished, installed and maintained by the Company at the expense of the Customer, and unless otherwise approved by the Company, said valve shall be installed which shall be furnished, installed and maintained 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 service connection from the main to the post indicator valve as described in Section 11.1 (c) will be furnished, installed, owned and maintained by the Company 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 time 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 testing of the system and the extinguishment of 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

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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 an approved 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.
- (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. An industry approved backflow prevention device reviewed by the Company must be installed on private fire service connections and such device must be tested annually thereafter.
- (j) 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 accessible and available in a safe manner to the Company at all times.
- (k) The Company shall determine the size and location of any connections made to its mains for private fire service.
- (l) 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.
- (m) 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.
- (n) All applications for private fire protection shall be subject to the written approval of the applicable Fire Department. It is the Customer's responsibility to obtain this approval.
- (o) All subsequent owners of the property containing private fire service, assume all responsibilities under the original Application for Special Connection.

11.2 Terms and Conditions for New Private Fire Hydrant Service

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- (a) Applicants and Customers subject to this tariff are also subject to Rule 11.1(a), (b), and (f), which are incorporated by reference as if set forth herein.
- (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 of three years' private service rate in Service Classification No. 4 for each private fire hydrant by the applicant will be required at the time the contract is signed for private fire hydrant service.
- (d) Water used for extinguishing fires will not be charged. Prompt notice of hydrant use is to be given to the Company in order that the installation may be inspected.
- (e) Except for hydrants owned by private entities as set forth in their contract with the Company, title to the service connection and hydrant shall, upon completion of construction, become vested in the Company, which thereafter shall assume responsibility for maintenance. Regardless of ownership, all parts and appurtenances shall be accessible and available to the Company at all times.
- (f) 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.
- (g) After expiration of the initial three-year advance payment of the private service rate by the applicant, the applicant will continue to be responsible for charges for this service. The applicant may request the Company's consent to transfer responsibility for the private service rate to an entity in good standing in the state in which the entity was organized. Any such request must be approved by the applicant, the entity to which the responsibility is being transferred, and the Company in order to be effective.
- (h) Failure to pay the private service rate shall be sufficient cause for discontinuance of water service after reasonable notice by the Company.
- (i) The private service rate shall continue in effect until such time as a unit of government shall agree to pay public fire protection charges thereon.

11.3 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 or County shall notify the Company after it has opened any hydrant.

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- (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.
- (g) In the event that the City or County shall order in writing 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.
- (h) Where pipe line installations are required to carry out a written order of the City or County 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 or County orders in writing 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. 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, 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 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 end 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.

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**KENTUCKY-AMERICAN WATER COMPANY**

12. SERVICE CLASSIFICATIONS AND TARIFFS/RATES/FEEES

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 1**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

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;

<b>Customer Category</b>	<b>Rate Per 1,000 Gallons <u>All consumption</u></b>	<b>Rate Per 100 Gallons <u>All Consumption</u></b>
Residential	\$5.7570	\$0.57570
Commercial	5.2066	0.52066
Industrial	4.3050	0.43050
Municipal & Other		
Public Authority	4.7960	0.47960
Sales for Resale	4.2360	0.42360

**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.

<b>Size of Meter</b>	<b><u>Residential</u> <u>Service Charge</u> <u>Per Month</u></b>	<b><u>All Classes</u> <u>Service Charge</u> <u>Per Month</u></b>
5/8"	\$12.49 (D)	\$ 15.00 (I)
3/4"	18.74 (D)	22.40 (I)
1"	31.23 (D)	37.30 (I)
1-1/2"	62.45 (D)	74.70 (I)
2"	99.92 (D)	119.50 (I)
3"	187.35 (D)	224.00 (I)
4"	312.25 (D)	373.40 (I)
6"	624.50 (D)	746.70 (I)
8"	999.20 (D)	1,194.70 (I)

- (I) Indicates increase
- (D) Indicates deletion
- (T) Indicates change in text

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**President**  
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Executive Director

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

**KENTUCKY-AMERICAN WATER COMPANY**

**Water Sold to Judy Water Association**

	<u>Volume</u>	<u>Rate per each 1,000 gallons</u>
(T)	Up to 70,000 gallons per day	\$4.52
(T)	Over 70,000 gallons per day	\$4.62

(D) **CLASSIFICATION OF SERVICE**  
(D) **SERVICE CLASSIFICATION NO. 1**

(D) **Applicable**  
(D) Applicable to Kentucky-American Water Company customers in Eastern Rockcastle County.

(D) **Availability of Service**  
(D) Available for Residential, Commercial, Industrial, Sales for Resale, Municipal and All Other  
(D) Public Authority metered service.

(D) **Meter Rates and Service Charges**  
(D) The following shall be the rates for consumption. The Minimum Bill, and each 1,000 gallons of  
(D) consumption beyond the minimum bill shall be:

	<u>Meter Size</u>	<u>Minimum Bill</u>	<u>Volume included in Minimum Bill</u>	<u>Rate per 1,000 gallons over Minimum Bill</u>
(D)	5/8"	\$28.28	2,000	\$11.53
(D)	3 / 4"	\$28.28	2,000	11.53
(D)	1"	\$62.87	5,000	11.53
(D)	2"	\$178.17	15,000	11.53

(D) Indicates deletion  
(T) Indicates text change

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**Nick O. Rowe**  
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**KENTUCKY-AMERICAN WATER COMPANY**

**P.S.C. KY NO. 9  
First Sheet No. 30.1**

(D) **CLASSIFICATION OF SERVICE**  
(D) **SERVICE CLASSIFICATION NO. 1**

(D) **Applicable**  
(D) Applicable to Kentucky-American Water Company customers in North Middletown.

(D) **Availability of Service**  
(D) Available for Residential, Commercial, Industrial, Sales for Resale, Municipal and All Other Public  
(D) Authority metered service.

(D) **Meter Rates and Service Charges**  
(D) The following shall be the water rates for water consumption. The Minimum Bill, and each 1,000 gallons  
(D) of consumption beyond the minimum bill shall be:

(D)	<b><u>Customer Class</u></b>	<b><u>Minimum Bill</u></b>	<b><u>Volume</u></b>	<b><u>Rate per each 1,000 gallons</u></b>
(D)	<b>With Sanitary Service</b>	\$28.79	0 - 2,000	\$0.00
(D)			2,001 -5,000	\$12.17
(D)			5,001 – 10,000	\$10.91
(D)			Over 10,000	\$9.32
(D)	<b>Without Sanitary Service</b>	\$33.84	0 – 2,000	\$0.00
(D)			2,001 -5,000	\$12.48
(D)			5,001 – 10,000	\$11.22
(D)			Over 10,000	\$9.64
(D)	<b>Farm Customers</b>		All	\$17.87
(D)	<b>Water Sold to Judy</b>		Up to 70,000 per	\$4.52
(D)	<b>Water Association</b>		day	\$4.62
(D)			Over 70,000 per day	

(D) Indicates deletion

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Executive Director



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**KENTUCKY-AMERICAN WATER COMPANY**

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 3**

**Applicable**

(T) Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

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

**Rates**

	<u>Size of Service</u>	<u>Rate Per</u> <u>Month</u>	<u>Rate Per</u> <u>Annum</u>
(I)	2" Diameter	\$ 8.76	\$ 105.12
(I)	4" Diameter	35.28	423.36
(I)	6" Diameter	79.37	952.44
(I)	8" Diameter	141.09	1,693.08
(I)	10" Diameter	220.51	2,646.12
(I)	12" Diameter	330.03	3,960.36
(I)	14" Diameter	317.98	3,815.76
(I)	16" Diameter	564.63	6,775.56

**Special Provisions**

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

Fire service connections are furnished for the sole purpose of supplying water for the extinguishment of fires. If the Company has reason to believe water is being used for other purposes, including that the connection or line is leaking, the Company may install a meter to monitor usage, and, in addition to the rates for fire protection listed above, all usage shall be billed at the Commercial rate in Service Classification No. 1. The applicable Service Charge listed in Service Classification No. 1 shall also be charged.

The charges under this provision are in addition to any general water service charges.

- (I) Indicates Increase
- (T) Indicates text change

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**KENTUCKY-AMERICAN WATER COMPANY**

**TAPPING FEES**

**Applicable**

(T) Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

Available for residential, commercial, industrial, other public authority and sales for resale customers.

**Tapping (Connection) Fees**

**Size of Meter Connected**

(R)	5/8-Inch	\$1,223.00
(R)	1-Inch	2,174.00
(R)	2-Inch	4,002.00
	Service larger than 2"	Actual Cost

For services greater than 2", a cost-adjustable deposit is required upon application. The tapping fee will be required upon application for all services installed on or after the effective date of this tariff, except in cases where a complete application for service (including plumbing inspection) is on file with the Company prior to the effective date of this tariff.

(R) Indicates reduction/decrease

(T) Indicates text change

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

**KENTUCKY-AMERICAN WATER COMPANY**

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 4**

**Applicable**

(T) Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

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

**Rates for Public Fire Service**

	<b><u>Rate Per Month</u></b>	<b><u>Rate per Annum</u></b>
(I) For each public fire hydrant contracted for or ordered by Urban County, County, State or Federal Governmental Agencies or Institutions.	\$48.70	\$584.40

**Rates for Private Service**

(I) For each private fire hydrant contracted for by Industries or Private Institutions.	\$76.57	\$918.84
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Fire service connections are furnished for the sole purpose of supplying water for the extinguishment of fires. If the Company has reason to believe water is being used for other purposes, including that the connection or line is leaking, the Company may install a meter to monitor usage, and, in addition, to the rates for fire protection listed above, all usage shall be billed at the Commercial rate in Service Classification No. 1. The applicable Service Charge listed In Service Classification No. 1 shall also be charged.

The charges under this provision are in addition to any general water service charges.

**Special Provisions**

A few hydrants are connected to mains by a “special connection.” A “special connection” exists when a customer and the Company entered into a service contract in which the customer agreed to maintain an unmetered water line from a Company main to the customer’s service line. If the Company has reason to believe water from a special connection is being used for purposes other than fire protection, including that the connection or line is leaking, the Company may install a meter and charge for usage under this tariff. The Company may require the customer to pay for the meter and its installation if:

- (1) the Company gives the customer written notice of the usage problem, requests that the customer correct the problem, and informs the customer that failure to correct the problem within 90 days could result in liability of the customer for the cost of installing a meter to monitor usage,

- (I) Indicates Increase
- (T) Indicates change in text

**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**ISSUED BY:** /s/ Nick O. Rowe  
**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*

**Approved:**

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director  <i>Gwen R. Pinson</i>
<b>EFFECTIVE</b> <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY**

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- (2) the customer does not substantially correct the problem within 90 days of the written notice, and,
- (3) the Company thereafter gives three business days' notice, which shall include a cost estimate, that it will install the meter at the customer's expense.


---

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Nick O. Rowe  
President  
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<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 5**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for Water Used for Construction, Street Washing, Pool Filling, and Similar Purposes.

**Rates**

Where a meter is installed on a fire hydrant or on a temporary service connection for construction, street washing, pool filling, and similar purposes, the minimum payment for water shall be the monthly service 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 service 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 service 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. This service charge will not entitle the Customer to any water and all water used 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.

**ISSUED:** November 28, 2018  
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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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**KENTUCKY  
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**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**6/28/2019**

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

---

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 6**  
**BILLING OF LICENSE, OCCUPATION, FRANCHISE OR OTHER SIMILAR CHARGES OR TAXES**  
**INCLUDING SCHOOL TAX**

**Applicable**

Applicable to all customers in the Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for Residential, Commercial, Industrial, Other Public Authority and Sales for Resale customers.

**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, fee or other similar fee, charge or tax now or hereafter imposed upon the Company by local taxing authorities or the Kentucky River Authority, whether imposed by ordinance, franchise, statute or otherwise, and which fee, tax or charge is based upon Kentucky River water usage or 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, fee or tax is imposed, the total of such charges, fees or taxes applicable to a Customer may be billed to the customer as a single amount. Charges, fees or taxes herein referred to shall in all instances be billed to customers on the basis of Company rates or usage effective at the time of billing, and on the basis of the tax rate of usage effective at the time billing is made.

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate amount of school tax in any county requiring a utility gross receipts license tax for schools under KRS 160.613.

There shall also be added to the Customer's bill, as a separate item, any fee, tax or charge imposed upon the customer by a municipality or governmental agency, the purpose of which is to allocate among those customers identified by ordinance, franchise, statute, or otherwise, the cost of fire hydrants imposed upon the municipality or governmental agency. Failure to pay this charge shall not constitute grounds for termination of service.

---

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**EFFECTIVE:** June 28, 2019

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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



EFFECTIVE

**6/28/2019**

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

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 6**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company supplied water from the Kentucky River.

**Availability of Service**

Available for Residential, Commercial, Industrial, Other Public Authority and Sales for Resale customers.

**Rates**

Kentucky-American Water Company in accordance with the tariff shown in First Sheet No. 36 shall charge (R) a rate of \$0.0265 per 100 gallons.

Except for rate changes imposed by the Kentucky River Authority, which will be put in effect immediately upon notification of such change by the Kentucky River Authority, this fee will be adjusted annually beginning January, 2002 to reflect any over or under collection of Kentucky River Authority fees existing at the time of the adjustment

(R) signifies a reduction

**ISSUED:** March 1, 2023

**EFFECTIVE:** March 31, 2023

**ISSUED BY:** /s/ Kathryn Nash

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Approved:** **Linda C. Bridwell**  
Executive Director



EFFECTIVE

**3/31/2023**

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

**KENTUCKY-AMERICAN WATER COMPANY**

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**RECONNECTION CHARGE**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for all customers

When it is 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 Fifty-six Dollars (\$56.00) will be made to cover the expense of turning on the water service.

---

**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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**Approved:**

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**6/28/2019**

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

**INSUFFICIENT FUNDS CHARGE**

In those instances where a customer renders payment to the Company by check or electronic funds transfer which is not honored upon deposit by the Company, the customer will be charged (\$12.00) to cover the processing costs.


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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**INSPECTION OF SERVICE LINE**

**Applicable:**

Applicable to the entire service territory of Kentucky-American Water Company where neither the Kentucky Department of Housing, Building and Construction or local government conducts an inspection of service lines comparable to that required of water utilities by 807 KAR 5:066 Section 9(3).

**Availability of Service:**

Inspection of service lines is available to all customers of Kentucky-American Water Company where neither the Kentucky Department of Housing, Building and Construction or local government conducts an inspection of service lines comparable to that required of water utilities by 807 KAR 5:066 Section 9(3). The customer shall leave the trench open and the service line uncovered. The service line must be determined to be free from any tee, branch connection, irregularity or defect before service will be initiated.

**Rate:**

The customer shall be charged \$25.00 for each inspection of a service line.

**ISSUED:** November 28, 2018  
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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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**KENTUCKY  
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**Gwen R. Pinson**  
Executive Director



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**6/28/2019**

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

**NEW ACCOUNT SET UP  
ACTIVATION FEE**

**Applicable**

Applicable to all customers who request a new account or a change in ownership of an existing account.

**Availability of Service**

Available for all customers.

**Rate**

An activation fee of Twenty-eight (\$28.00) Dollars shall be charged to set up a new account or change an existing account. The activation fee covers the cost of meter reading and record change.

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**6/28/2019**

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

**LATE PAYMENT FEE**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for all customers.

**Rates**

Kentucky American Water Company shall charge a 5% late fee on all charges that are paid after the due date on the bill. The late payment fee is 5% calculated upon all amounts owed with the exception of any amounts Kentucky-American Water Company collects pursuant to a third-party billing services contract, or on previously assessed late payment fees or other penalty charges. The late payment charge will only be assessed once on any bill for rendered services. Customers who receive a pledge for or notice of low income water assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received.

**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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**KENTUCKY  
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**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**6/28/2019**

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



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**BULK SALES OF WATER THROUGH LOADING STATIONS**

**Availability of Service**

This service is available at locations deemed appropriate by Kentucky-American Water Company.

**Rate**

The following rates and charges are prescribed for the customers in the area served by Kentucky-American Water Company.

Bulk Sales Rate \$.1674 per 50 gallons

**Terms and Conditions of Service**

Service taken under this tariff must be prepaid by the customer.

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Nick O. Rowe  
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**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**6/28/2019**

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

**SERVICE CLASSIFICATION NO. 6**  
**HIDDEN LEAK ADJUSTMENT RATE**

**Applicable**

Applicable to entire Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for Residential and Commercial customers.

**Rates**

A charge of twenty-five (25) percent of the applicable tariff will be applied to all water usage determined to be the result of a hidden underground leak.

**Terms and Conditions**

A hidden underground leak is defined as a leak in the customer service line between the meter and the premises. Hidden underground leak adjustments will be granted to residential and commercial customers. The customer must provide a plumber's statement or list of materials showing that the leak has been repaired. After verification of repairs by the Water Company, the bill will be adjusted by comparing the usage during the leak billing period to the average usage for the past six billing periods. A reasonable estimate will be used in cases when six prior periods of information do not exist. The excess usage will be billed at the rate specified above. During the lifetime of a water service line only two leak adjustments will be permitted. Each adjustment may cover a maximum of two billing periods. Before a third adjustment can be considered, the entire water service line from the meter box to the premises must be replaced. Plastic pipe for repair of underground water service lines must be certified to withstand a working pressure of 160 pounds per square inch or greater.

**ISSUED:** November 28, 2018  
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY**

Page 1 of 3  
 652502505804



**WE KEEP LIFE FLOWING™**

**Service Address:**  
 JOHN Q CUSTOMER  
 1234 ANYWHERE ST UNIT 1234  
 CITY, ST ZIP CODE



**Important Account Messages**

- Looking for an easy way to manage your account and service needs? Try our redesigned customer portal at [www.amwater.com/MyAccount](http://www.amwater.com/MyAccount). Find out how much you owe, start or stop service and pay your bill electronically without a convenience fee. And you can access anytime ... 24x7, all day, every day!

For more information, visit [www.kentuckyamwater.com](http://www.kentuckyamwater.com)

**Monthly Statement**

Account No. **1012-210001234567**

<b>Total Amount Due:</b>	<b>\$37.80</b>
<b>Payment Due By:</b>	<b>May 29, 2018</b>

**Billing Date:** May 11, 2018  
**Service Period:** Apr 11 to May 10  
**Total Gallons:** 3,740

**Account Summary – See page 3 for Account Detail**

Prior Billing:	\$42.67
Payments - Thank You!	- \$42.67
<b>Balance Forward:</b>	<b>= \$0.00</b>
Service Related Charges:	+ \$35.66
Taxes:	+ \$2.14
<b>Total Amount Due:</b>	<b>= \$37.80</b>

**View your account information or pay your bill anytime at:** [amwater.com/MyAccount](http://amwater.com/MyAccount)

**Pay by Phone™:** Pay anytime at 1-855-748-6066  
 \*A convenience fee may apply

**Customer Service:** 1-800-678-6301  
 M-F 7:00am to 7:00pm – Emergencies 24/7

▼ Please return bottom portion with your payment. DO NOT send cash. Retain upper portion for your records. ▼

TRAI-S-00801000002 PC0180 ETM1001 1 34 8 A



**WE KEEP LIFE FLOWING™**

PO Box 790247  
 St Louis, MO 63179-0247

Service to: 1234 ANYWHERE ST  
 CITY, ST ZIP CODE

8001 1 AB 0.301 00001008001/000002 0047 2 PC0180  
 JOHN Q CUSTOMER  
 1234 ANYWHERE ST  
 UNIT 1234  
 CITY ST 00000-0000



Account No. **1012-210001234567**

<b>Total Amount Due:</b>	<b>\$37.80</b>
<b>Payment Due By:</b>	<b>May 29, 2018</b>

If paying after 5/29/18, pay this amount: \$39.69

**Amount Enclosed \$**

8001 1 AB 0.301 00001008001/000002 0047 2 PC0180  
 KENTUCKY AMERICAN WATER  
 PO BOX 790247  
 ST LOUIS, MO 63179-0247

0001012210001234 5670000000000003780013

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**Nick O. Rowe**  
**President**  
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**Gwen R. Pinson**  
 Executive Director

*Gwen R. Pinson*

**EFFECTIVE  
 6/28/2019**  
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY**

Messages from Kentucky American Water

- **\*\*\*IMPORTANT WATER QUALITY MESSAGE:** 2017 Kentucky American Water annual water quality report is available. This report contains important information about your drinking water. Please go to [www.amwater.com/ocr/lexington.pdf](http://www.amwater.com/ocr/lexington.pdf), [www.amwater.com/ocr/owenton.pdf](http://www.amwater.com/ocr/owenton.pdf) or [www.amwater.com/ocr/fordhampton.pdf](http://www.amwater.com/ocr/fordhampton.pdf) to view your 2017 annual water quality report or to request a paper copy call 800-678-6301.
- If you would like a copy of our tariff please visit [www.kentuckyamwater.com](http://www.kentuckyamwater.com), call 1-800-678-6301, or visit our customer lobby at 2300 Richmond Road in Lexington anytime between 8 a.m. and 4:30 p.m., Monday through Friday.
- Local Office: 2300 Richmond Road (Lexington).



Fix household leaks and **save up to 20 gallons of water a day.**



**CUSTOMER SERVICE**  
**1-800-678-6301**  
 HOURS: M-F, 7am-7pm • Emergencies: 24/7  
**TTY/TDD FOR THE HEARING IMPAIRED:**  
 711 (and then reference Customer Service number listed above)

**SERVICES**

- **Go Paperless:** Save time. Save money. Sign up for Paperless Billing and Auto Pay on My Account at [amwater.com/myaccount](http://amwater.com/myaccount). Not registered? Log in and be sure to have your account number handy.
- **Water Quality:** We take water quality seriously. When it comes to complying with federal drinking water standards, we consistently score better than the industry average. For a copy of the annual water quality report for your area, visit [kentuckyamwater.com](http://kentuckyamwater.com). Under Water Quality, select Water Quality Reports.
- **H2O Help To Others:** This program helps low-income customers who qualify with their water bills. For more information, visit [kentuckyamwater.com](http://kentuckyamwater.com). Under Customer Service & Billing, select Low Income Program.

**EXPLANATION OF OTHER TERMS**

- **Payment by Check:** Paying by check authorizes American Water to send the information from your check electronically to your bank for payment. The transaction will appear on your bank statement. The physical check will not be presented to your financial institution or returned to you.
- **Estimated Bill:** This occurs when we are unable to read the water meter. Your usage from the same billing period the prior year is used to calculate the estimated bill. The next actual meter reading corrects any over or under estimates.
- **Disputes:** If you have questions or complaints about your bill, please call us at 1-800-678-6301 before the due date. If your bill is unusually high, it may indicate that there is a leak in your plumbing. For tips on how to detect leaks and use water wisely, visit us online. You'll find helpful tools under the Water information menu. Every drop counts!
- **Rates:** A detailed listing of charges that make up your bill is available upon request by contacting Customer Service or visiting us online at [kentuckyamwater.com](http://kentuckyamwater.com). Under Customer Service & Billing, select Your Water Rates.
- **Correspondence:** Please send written correspondence to PO Box 578, Aitken, IL 62002-0578. Be sure to include your name, account number, service address, mailing address and phone number including area code. Please do not send correspondence with your payment, as it may delay processing your payment and correspondence.

**H2O HELP TO OTHERS PROGRAM - lend a hand to customers in need**

I'm adding a one time contribution of \$\_\_\_\_\_ with my payment.

I'd like to add a recurring contribution to each bill of \$\_\_\_\_\_. I understand this amount will be added to each bill.

Address Change(s) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

( ) \_\_\_\_\_  Mobile Number

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

**Other ways to pay your bill**

- Auto Pay**  
 Save time and money. Enroll in Auto Pay, and your bill will be paid on time, every time, directly from your bank account on the due date. No stamps required!
- Online**  
 With My Account, you can pay your bill anytime, anywhere. Registration is fast and easy. Visit [amwater.com/MyAccount](http://amwater.com/MyAccount) or pay without registration at [www.amwater.com/billpay](http://www.amwater.com/billpay) (fee may apply)
- In Person**  
 We have agreements with several authorized payment locations in our service area. Visit our website to find one near you.



**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**ISSUED BY:** /s/ Nick O. Rowe  
**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*

**Approved:**

**KENTUCKY PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
 Executive Director

*Gwen R. Pinson*

**EFFECTIVE**  
**6/28/2019**  
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**Meter Reading and Usage Summary**

Meter No.	Meter Type	Size	From Date	To Date	Previous Read	Current Read	Meter Units*	Billing Units**	Water Used in Gallons
079745075N	Regular	5/8"	04/11/2018	05/10/2018	963 (A)	968 (A)	5	37.40	3,740

A = Actual E = Estimate

\*1 Meter unit = 100 cubic feet or 748 gallons of water

\*\*1 Billing Unit = 100 gallons of water

**Billed Usage History (graph shown in 100 gallons)**

- 3,740 gallons = usage for this period
- 3,740 gallons = usage for same period last year



**Next Scheduled Read Date:** on or about Jun 12, 2018  
**Account Type:** Residential

Average daily use for this period is:



**Account Detail**

Service To: 1234 ANYWHERE ST, CITY ST ZIP CODE

<b>Prior Billing</b>	<b>42.67</b>
Balance from last bill	42.67
<b>Payments</b>	<b>-42.67</b>
Payments as of Apr 24. Thank you!	-42.67
<b>Balance Forward</b>	<b>0.00</b>
<b>Service Related Charges - 04/11/18 to 05/10/18</b>	
<b>Water Service</b>	<b>35.00</b>
Water Service Charge	12.49
Water Usage Charge (37.40 x \$0.6019)	22.51
<b>Other Charges</b>	<b>0.66</b>
KRA Withdrawal Fee (37.40 x \$0.0177)	0.66
<b>Total Service Related Charges</b>	<b>35.66</b>
<b>Taxes</b>	<b>2.14</b>
Franchise Taxes (\$35.66 x 3.000%)	1.07
School District Tax (\$35.66 x 3.000%)	1.07
<b>Total Current Period Charges</b>	<b>37.80</b>

**Total Amount Due** ➡ **\$37.80**

**Understanding Your Bill**

The information below defines some of the new terms you may find on your bill:

- **Service Related Charges:** This section includes charges for services related to water, wastewater and fire protection.
- **Fees and Adjustments:** This section provides details related to additional charges or adjustments for the service period referenced. Fees, when applicable, would include items such as service activation and late payment charges. Additionally, any credit or debits related to billing corrections would be found in this section.
- **Pass Through Charges:** Charges in this section, when applicable, are separated from other service related charges to provide visibility into what portion of your bill is being remitted to other entities. Payment received for these charges does not remain with American Water. While we may bill and collect for them, the payments received are passed along to other companies and agencies.
- **Billing Units:** One billing unit equals 100 gallons of water used. If the meter serving your property measures your water use in cubic feet or a different unit of measure, we convert the usage to gallons to make it easier to understand.
- **Average Daily Use:** The gallons shown in the water droplet above represent your average daily water use for the current billing period. Tracking the amount of water you use can help you manage your overall water use from month to month.
- **Still have questions?** We are here to help. Our customer service representatives are available M-F, 7 a.m. to 7 p.m. More information on understanding your bill and charges can also be found on our website. See the link below.

For more information about your charges and rates, please visit: <https://amwater.com/kyaw/customer-service/billing/your-water-and-wastewater-rates>.

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**ISSUED:** November 28, 2018  
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 Nick O. Rowe  
 President  
 2300 Richmond Road, Lexington, KY 40502

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**Gwen R. Pinson**  
 Executive Director

**EFFECTIVE**

**6/28/2019**

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

**QUALIFIED INFRASTRUCTURE PROGRAM RIDER (“QIP RIDER”)**

**APPLICABLE SERVICE AREA**

Applicable to the entire Service Territory of Kentucky American Water Company unless otherwise noted.

**APPLICABILITY OF RIDER**

Applicable to Residential, Commercial, Industrial, Other Public Authority, Sales for Resale, Public and Private Fire Service and Hydrant customers.

**CALCULATION OF QUALIFIED INFRASTRUCTURE PROGRAM RIDER REVENUE REQUIREMENT**

(N) The QIP rate base in any forecasted period will be calculated in a manner consistent with 807  
(N) KAR 5:001, Section 16(6)(c). The QIP Rider Revenue Requirement includes the following:

- a. QIP-eligible Plant In-Service not included in base water rates minus the associated QIP-related accumulated depreciation and accumulated deferred income taxes;
- b. Retirement and removal of plant related to QIP-eligible construction;
- c. Return on the net QIP-eligible plant in-service at the overall rate of return on capital authorized in the Company’s latest base water rate case, grossed up for federal and state income taxes;
- d. Depreciation expense on the QIP-eligible Plant In-Service less retirement and removals;
- e. Property taxes related to the QIP.

**QIP ELIGIBLE UTILITY PLANT:**

Distribution Infrastructure – distribution and transmission system structures and improvements, mains and valves installed as replacements for existing facilities; hydrants, distribution tanks; services, meters and meter installations, power generation and pumping equipment installed as replacements for existing facilities; unreimbursed funds related to capital projects to relocate facilities required by governmental infrastructure projects.

Water Treatment Infrastructure – source of supply and water treatment structures, pipe and equipment including sampling equipment, SCADA equipment, power generation and pumping equipment installed as replacements for existing facilities.

(N) signifies new rate or requirement.

**ISSUED:** July 1, 2021  
**EFFECTIVE:** July 1, 2021

**ISSUED BY:** /s/ Nick O. Rowe  
 Nick O. Rowe  
 President  
 2300 Richmond Road, Lexington, KY 40502

*Issued by authority of an Order of the Public Service Commission in Case No. 2021-00090 dated June 21, 2021*

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 7/1/2021 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**RATES**

All customers subject to this QIP Rider receiving water service shall be assessed a monthly QIP Rider charge in addition to the service charge, consumption charge or monthly fee component of their applicable rate schedule that will enable the Company to complete the Qualified Infrastructure Program.

The QIP Rider will be updated annually and subsequently adjusted to true-up the projected costs with the actual costs. The initial annual prospective QIP period will be the first full twelve month period following the Forecast Test Period utilized by the Commission in establishing Base Rates of the Company in its prior Base Rate Case proceeding. A filing with the projected costs for each twelve month QIP period will be submitted annually at least 90 days prior to the commencement of that QIP period, to become effective with the first day of the QIP period. The Company will submit a balancing adjustment annually no later than 90 days after the end of each 12 month QIP period to true-up the projected program costs and revenues, with the actuals for the same period. The balancing adjustment true-up to the rider will become effective 180 days after the end of the QIP period.

The monthly QIP Rider charges for all respective water service classifications will be calculated as a percentage and applied to all water charges including meter fees, volumetric water sales, fire service fees, and public and private hydrant fees from the Company's most recent base rate case, but excluding any other surcharge or add-on taxes. It will be listed as a separate line item on the customer bill. The QIP percentage shall be calculated on an annual prospective basis. The QIP Rider charge effective on and after the effective date is:

(R) 4.49%

(R) signifies reduction

**ISSUED:** March 16, 2022  
**EFFECTIVE:** March 2, 2023

**ISSUED BY:** /s/ Kathryn Nash  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

*Issued by authority of an Order of the Public Service Commission  
in Case No. 2022-00328 Dated March 2, 2023*

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director 
<b>EFFECTIVE</b> <b>3/2/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY**

**APPENDIX**

**Form of New Subdivision Extension Deposit Agreement for Off Site Facilities:**

THIS AGREEMENT, entered into this \_\_\_day of \_\_\_\_\_, \_\_\_\_by and between KENTUCKY AMERICAN WATER, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called "COMPANY", and \_\_\_\_\_, hereinafter called "SUBDIVIDER",

**WITNESSETH:**

THAT, WHEREAS, 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 \_\_\_\_\_ 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, SUBDIVIDER desires the extension of the off site 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:** 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 "B" for identification, which main(s) and facilities, if any, are described and located as follows:

**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

**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502  
*Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**KENTUCKY-AMERICAN WATER COMPANY**

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 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:** 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 \_\_\_\_\_, which sum is the presumed cost of installation of said off site main(s) and related facilities, if any, as determined under Section C(4) of Rule 10.3 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 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 the 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 \_\_\_\_\_, 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 beginning 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.

**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY**

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**FIFTH:** SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing COMPANY, at such time, a listing of premises claimed to be additional premises; however, failure on the part of 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:** SUBDIVIDER will furnish to COMPANY immediately upon recordation thereof in the office of the \_\_\_\_\_ County Court five (5) copies of the final plat of said subdivision or units thereof as approved by the \_\_\_\_\_ Commission.

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

**EIGHTH:** This Agreement shall be valid and binding on COMPANY only when executed by its President.

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

**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 \_\_\_\_\_.

**ELEVENTH:** This Agreement is entered into pursuant to the legally established Rules and Regulations of 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 duplicate this the day and year first above written.

**WITNESS:**


**KENTUCKY AMERICAN WATER**

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**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502  
*Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY**

---

By: \_\_\_\_\_  
(Director of Engineering)

\_\_\_\_\_  
(Date)

**DEPOSITOR(S):**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Title/Position)

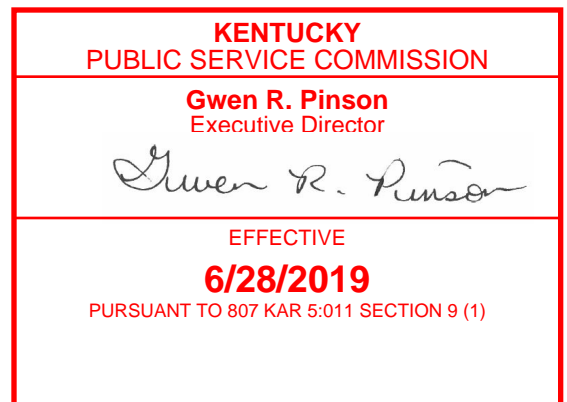
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**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

*Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019*



**KENTUCKY-AMERICAN WATER COMPANY**

**Form of New Subdivision Extension Deposit Agreement for On Site Facilities:**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between KENTUCKY AMERICAN WATER, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called "COMPANY" and \_\_\_\_\_, hereinafter called "SUBDIVIDER",

**WITNESSETH:**

THAT, WHEREAS, 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 \_\_\_\_\_ 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, 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:** 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 main(s) and facilities, if any, are described and located as follows:

**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502  
*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY**

**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 date of deposit, SUBDIVIDER shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to 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:** 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 \_\_\_\_\_, which sum is the presumed cost of installation of said on-site mains and related facilities, if any, as determined under Section C(4) of Rule 10.3 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 10.3 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 the 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 \_\_\_\_\_, for each premises served within said subdivision (as said 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.

**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502  
*Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY**

**FIFTH:** SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing COMPANY, at such time, a listing of premises claimed to be additional premises; however, failure on the part of 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 or 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 the 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 the 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,

**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502  
*Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY**

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 \_\_\_\_\_ five (5) copies of the final plat of said subdivision as approved by the \_\_\_\_\_.

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

**TENTH:** This Agreement shall be valid and binding on COMPANY only when executed by its Director of Engineering.

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

**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 \_\_\_\_\_.

**THIRTEENTH:** This Agreement is entered into pursuant to the legally established Rules and Regulations of 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 duplicate this the day and year first above written.

WITNESS:

*KENTUCKY AMERICAN WATER*

\_\_\_\_\_  
By: \_\_\_\_\_  
**(Director of Engineering)**


\_\_\_\_\_  
*(Date)*

**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY**

**SUBDIVIDER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_  
By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print or type name)*

\_\_\_\_\_  
*(Title/Position)*

**ISSUED:** November 28, 2018

**EFFECTIVE:** June 28, 2019

**Approved:**


**ISSUED BY:** /s/ Nick O. Rowe

Nick O. Rowe

President

2300 Richmond Road, Lexington, KY 40502

*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

<b>EFFECTIVE 6/28/2019</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



**KENTUCKY-AMERICAN WATER COMPANY**

**APPLICATION FOR SPECIAL CONNECTION**

Account No.	
Contract No.	
WBS Element No.	

This Application, made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, by \_\_\_\_\_,

hereinafter called the "APPLICANT", to KENTUCKY AMERICAN WATER, a Kentucky corporation located at 2300 Richmond Road, Lexington, Kentucky, 40502, hereinafter called the "WATER COMPANY."

The APPLICANT, upon the terms and conditions hereinafter set forth, hereby applies to the WATER COMPANY for a private service, consisting of the right to connect a service pipe to a \_\_\_\_\_ public water main on \_\_\_\_\_ in Lexington and attach to said service pipe the following fixtures and \_\_\_\_\_ openings:

**One (1) \_\_\_\_\_-inch fire service to \_\_\_\_\_ supply ; one \_\_\_\_\_-inch service line, post indicator and valve with all related fittings to supply a sprinkler system of approximately \_\_\_\_\_ sprinkler heads, covering approximately \_\_\_\_\_ square feet of \_\_\_\_\_ space;**

all of which fixtures and openings to be located within or upon the premise of the APPLICANT abutting the street on which the said main of the WATER COMPANY is located.

In consideration for which privilege the APPLICANT agrees to be bound by all the terms and conditions of this Application and pay the WATER COMPANY for private fire protection service at the schedule of rates in effect from time to time during the rendition of such service.

The further terms and conditions upon which this Application may be accepted by the WATER COMPANY are as follows:

**FIRST:** That this Application and the acceptance thereof by the WATER COMPANY may be subject to the prior approval of the fire department having jurisdiction of the premises to be served.

**SECOND:** That the entire service system on APPLICANT's premises shall be subject to the inspection, test and approval of the WATER COMPANY, and the WATER COMPANY by its representatives, shall have the right to enter the premises of the APPLICANT at any reasonable time for the purpose of making such reasonable inspections as it may deem necessary, and to insure compliance with the terms and conditions of this Application.

**THIRD:** That all pipes and appurtenances shall be constructed and maintained in good condition by and at the expense of the APPLICANT.

**FOURTH:** That a fire line meter or detector device, approved by both the WATER COMPANY and the fire underwriters, will be required on \_\_\_\_\_

the service at a location approved by the WATER COMPANY. Such meter or device shall be installed and maintained by and at the cost and expense of the APPLICANT, but subject to the inspection and approval of the WATER COMPANY. The bypass meter only, used with the detector device, shall be furnished, installed and maintained by the WATER COMPANY at its cost and expense.

**FIFTH:** That a gate valve with the post indicator 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 WATER COMPANY, and shall be furnished, installed and maintained by and at the expense of the APPLICANT, and unless otherwise approved by the WATER COMPANY, said valve shall be installed in a valve pit or vault which shall also be furnished, installed and maintained by and at the expense of the APPLICANT.


**SIXTH:** That all hydrants and other fixtures connected to any private fire protection service system shall be kept closed and sealed, and not \_\_\_\_\_

opened or used except during times of fire or testing. Upon extinguishment of each fire or following each test, the APPLICANT shall immediately close such fixtures and notify the WATER COMPANY so that they may be sealed. Whenever a private fire protection service \_\_\_\_\_

**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502  
*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY**

system is to be tested, the APPLICANT shall notify the WATER COMPANY at least two business days in advance of such proposed test, requesting approval of the method, day and hour on which it is to be made.

**SEVENTH:** That no antifreeze or any other substance not specifically approved by the Environmental Protection Agency as non-detrimental

to the public water supply, shall be introduced into sprinkling systems or into any pipe, fixture, appurtenance or other portion of the APPLICANT's private fire protection service system.

**EIGHTH:** That the APPLICANT understands and agrees that the extent of the rights of the APPLICANT under this Application is to receive, at

times of fire on said premises, such supply of water as shall then be available and no other or greater quantity. The APPLICANT further acknowledges and agrees the WATER COMPANY shall not be considered in any way or manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise, and the WATER COMPANY 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.

**NINTH:** That this Application does not contemplate uses of fixtures other than those shown on Exhibit A. Any waste of water or use of water

through this connection for purposes other than testing or the extinguishment of fire, shall be deemed a violation of the terms and conditions of this Application and of the rules, regulations and conditions of service of the WATER COMPANY.

**TENTH:** That if private fire hydrants are included as part of this Application, they shall be painted any color other than that adopted by the WATER COMPANY for public fire hydrants.

**ELEVENTH:** That the APPLICANT shall furnish, attach and make a part hereof marked Exhibit A, three (3) complete sets of drawings

showing the pipes, pumps, valves, hydrants, sprinkler systems, hose outlets and connections, standpipes, tanks and other openings and appurtenances contemplated in this Application. Such drawings, which shall be stamped "Approved" by the Insurance Services Office or other comparable agency approved by the WATER COMPANY, must also show all other water supply systems and pipelines and appurtenances which are proposed or which may exist on the premises to be served.

**TWELFTH:** That no pipe, fixture or appurtenance connected with the private fire protection service served by this Application shall be

connected with any pipe, fixture or appurtenance supplied with water from any other source, unless specifically approved in writing by the WATER COMPANY.

**THIRTEENTH:** That the APPLICANT agrees to obtain in writing in advance the approval of the WATER COMPANY for any change, alteration, addition or deletion contemplated in the pipes, fixtures, openings and appurtenances and uses herein specified. Notwithstanding the approval of the WATER COMPANY, APPLICANT agrees that, except for those facilities which the WATER COMPANY had specifically agreed to provide and maintain, APPLICANT is and will be solely responsible for the design, adequacy, function and maintenance of its private fire protection service system referred to in this Application.

**FOURTEENTH:** That the WATER COMPANY has the right to discontinue or disconnect the service pipe herein applied for, and to terminate service under this Application, after due written notice to the APPLICANT, for failure to pay any bill when due, for failure to supply information to WATER COMPANY about the service system when so requested in writing, for leakage within APPLICANT's system, for violation of any of the terms and conditions of this Application, or for any violation of its rules, regulations and conditions of service; and the WATER COMPANY also has the right to shut off all or any part of its facilities by the WATER COMPANY(1) if a condition dangerous or hazardous to life, physical safety or property exists, (2) upon order by any court, the Public Service Commission or other duly authorized public authority, (3) if fraudulent or unauthorized use of water by APPLICANT is detected, or if the WATER COMPANY's regulating or measuring equipment has been tampered with by the APPLICANT.

**FIFTEENTH:** That upon acceptance of this Application by the WATER COMPANY and the completion of the installation of the service applied for, this Application shall be in full force and effect as a contract and shall continue as such until cancelled by written notice given thirty (30) days in advance by the APPLICANT to the WATER COMPANY, except as otherwise provided in numbered paragraph (14) above.

**SIXTEENTH:** The acceptance of this Application by the WATER COMPANY must be executed by its Director of Engineering before same becomes effective.

**SEVENTEENTH:** If ownership of the property served by the service applied for herein changes, notice thereof shall be given to the WATER COMPANY within thirty (30) days and the new owner shall be identified by name, address and proper person to contact.

**ISSUED:** November 28, 2018

**EFFECTIVE:** June 28, 2019

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe

Nick O. Rowe

President

2300 Richmond Road, Lexington, KY 40502

*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE**

**6/28/2019**

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

**KENTUCKY-AMERICAN WATER COMPANY**

**EIGHTEENTH:** That the APPLICANT or his agent is responsible for payment of the deposit for the estimated cost of construction to WATER COMPANY. To the extent there is any refund to be made at the end of the project after all costs are accrued, such refund will be paid to the APPLICANT by check made payable to the APPLICANT. To the extent that any amount is owed to WATER COMPANY at the end of the project after all costs are accrued, payment of such amounts is the responsibility of the APPLICANT. To the extent the APPLICANT owes any of the refunded amount to the contractors, APPLICANT agrees it is responsible for these amounts owed and that WATER COMPANY has no responsibility in that regard.

**IN WITNESS WHEREOF**, the APPLICANT has hereunto signed the day and year:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
*Witness Signature*

*Signature and Title of APPLICANT or Duly Authorized Representative*

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
\_\_\_\_\_  
*Witness Signature* *Chief of Fire Department*

County/City of \_\_\_\_\_

WATER COMPANY hereby accepts the foregoing Application this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.


\_\_\_\_\_  
\_\_\_\_\_  
*Witness Signature* *Director of Engineering* *Date*

**ISSUED:** November 28, 2018  
**EFFECTIVE:** June 28, 2019

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe  
**Nick O. Rowe**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
EFFECTIVE <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 2**

**Description of Filing Requirement:**

Proposed Tariffs

**Response:**

Please see attached for copy of Proposed Tariffs.

For electronic version, see [KAW\\_APP\\_EX02\\_063023.pdf](#).

**KENTUCKY-AMERICAN WATER COMPANY**

**P.S.C. KY NO. 10**

**Original Sheet Nos. 1-51**

**Cancelling P.S.C KY NO. 9**

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**KENTUCKY-AMERICAN WATER COMPANY**

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2300 Richmond Road  
Lexington, KY 40502

<http://www.amwater.com/kyaw>

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**RATES – CHARGES – RULES – REGULATIONS**

FOR FURNISHING

**WATER SERVICE**

AT

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**BOURBON, CLARK, FAYETTE, FRANKLIN, GALLATIN, GRANT, HARRISON,  
JACKSON, JESSAMINE, NICHOLAS, OWEN, SCOTT, WOODFORD, AND ROCKCASTLE  
COUNTIES IN KENTUCKY**

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FILED WITH THE

**PUBLIC SERVICE COMMISSION**

OF

**KENTUCKY**

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**ISSUED: June 30, 2023**

**Approved:**

**EFFECTIVE: July 30, 2023**

**ISSUED BY: /s/ Kathryn Nash**

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**INDEXKENTUCKY-AMERICAN WATER COMPANY RULES AND REGULATIONS FOR WATER SERVICE

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**KENTUCKY-AMERICAN WATER COMPANY**

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**ISSUED: June 30, 2023**
**EFFECTIVE: July 30, 2023****Approved:****ISSUED BY: /s/ Kathryn Nash****Kathryn Nash****President****2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY****1. DEFINITIONS APPLICABLE TO RULES & REGULATIONS**

- 1.1 "Commission" means the Kentucky Public Service Commission.
- 1.2 "Company" shall mean the Kentucky-American Water Company acting through its officers, managers, or other duly authorized employees or agents.
- 1.3 "Customer" shall mean any person, firm, corporation, entity or municipality supplied with water service by Kentucky-American Water Company pursuant to these Rules and Regulations.
- 1.4 "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.
- 1.5 "Residential" – Sales to single premise residences, or to multiple premises residences where each premises is served through a single Meter. Sprinkler services added to existing premises coded as residential would also be coded as residential. For premises served through a single Meter with multiple owners, where usage is primary for residential purposes, and the water is billed to a homeowner association such as a condominium complex they will be classified as residential and charged the residential rate.
- 1.6 "Commercial" – Sales to multiple premises residences served through a single Meter or battery of Meters. This would include two (or more) family houses and apartment houses. Sales to private schools, colleges, hospitals, churches and other private educational, cultural, social or religious organizations. Sales to business or manufacturing establishments where the water is not used principally in manufacturing or processing functions. This would include commercial offices of public utilities. Examples under this category are: stores, laundries, cleaners, shoe repair and other service establishments, garages and service stations, office buildings, sales offices or manufacturing or processing establishments, retail florists, theaters, bowling alleys, swim clubs, golf courses, manufacturing or processing establishment where water is used principally for sanitary purposes, barber shops. Water used for irrigation for agricultural purposes would normally be coded as commercial. Sprinkler services added to existing premises coded as commercial or industrial would also be coded as commercial.
- 1.7 "Industrial" – Sales to manufacturing or processing establishments where the water is used principally in manufacturing or processing function. This would include public or private utility plants using water for steam generation, power production, etc.

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**KENTUCKY-AMERICAN WATER COMPANY**

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- 1.8 Other Public Authority or “OPA” – Sales to municipal, county, state or federal agencies (other than the sales of water for resale). Examples under this category are: city buildings, public schools, public housing developments, libraries and hospitals, fire stations, county, state and federal buildings and agencies.
- 1.9 Sales for Resale or “Resale” – Sales to private or public water utilities where the water is to be resold to customers of the utilities.
- 1.10 “Meter” means a device which measures and records the quantity of water supplied to a Customer.
- 1.11 “Company Service Line” means that portion of the water service line and appurtenances from the main to the Customer Service Line that is paid for and/or owned by the Company.
- 1.12 “Customer Service Line” means that portion of the water service line and appurtenances from the Customer’s Premises to the Company Service Line, which is paid for and/or owned by the Customer. When the Meter is outside the Premises, the Customer Service Line is from the Meter pit to the Premises. When the Meter is inside the Premises, the Customer Service Line is from the stop box to the Premises.
- 1.13 “Premises” as contemplated in these Rules, shall mean and include:
- 1.13.1 A building under one roof and occupied as one business or residence; or
  - 1.13.2 A combination of buildings owned or leased by one party in one common enclosure or a single tract of land not crossed by public streets, roads, or ways, and occupied by one family or business; or
  - 1.13.3 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
  - 1.13.4 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
  - 1.13.5 each residential or business single occupancy unit, served through one street service connection in a building which is not a premise otherwise defined in these Rules.
  - 1.13.6 any other location at which the Company provides metered service to a Customer in

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**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

accordance with these Rules regardless of whether there is a structure or building at that exact location.

- 1.14 "Fire Service Connection" is one to which is attached fixtures from which water is taken only for the extinguishment of fire.
- 1.15 "Public Fire Hydrant" - All public fire hydrants contracted for or ordered by Urban County, Municipality, County, State or Federal Agencies or Institutions. These must be located on or immediately adjacent to public right-of-way.
- 1.16 "Private Fire Hydrant" – All hydrants contracted for or by private entities on private property for the use of that entity or on private right-of-way. Also for public agencies for hydrants not located on public right-of-way.
- 1.17 "New Private Fire Hydrant Service" is available to areas before such time as a unit of government shall agree to pay public fire protection charges thereon in accordance with Rule 11 herein.
- 1.18 "Private Fire Service" – All private and public fire protection service lines with hose connections or sprinkler systems charged by line size.
- 1.19 "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.
- 1.20 "Rate" means the Company's Schedules of Rates and Tariffs then in effect.
- 1.21 "Rules" or "Rule" means these Company Rules and Regulations applicable to water service.

## 2. SERVICE & APPLICATIONS

### 2.1 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 will be bound thereby. The Rules and Regulations and Service Classifications contained in this tariff apply in the service territory of Kentucky-American

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**KENTUCKY-AMERICAN WATER COMPANY**

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Water Company.

- (b) Except fire and some special connection services, all service will be rendered on a Meter basis. Residential, commercial, industrial and OPA service are only regularly available for single Premises as "Premises" is defined in these Rules.

## 2.2 Requests for Water Service

- (a) All persons, entities, firms, corporations or OPA's desiring water service, must request service from the Company in a manner prescribed by the Company, setting forth all purposes for which water will be used at the Premises for which service is requested. All information provided by the Customer must be true, accurate and kept up to date.
- (b) Any change in the identity of the Customer at a Premises will require a new request for water service and the Company may, after reasonable notice, discontinue the water supply until such new request has been made and accepted.
- (c) A Customer who has requested service and been accepted by the Company, shall be held liable for all water service furnished to the Premises until such time as the Customer properly notifies the Company to discontinue the service for his/her account at the Premises.
- (d) An activation fee will be charged in accordance with the Company's Tariff.
- (e) No Customer receiving water service from the Company will be permitted to use water for any other purpose than that for which they shall have requested and the Company shall have approved.
- (f) The Company may refuse service to a Customer with an outstanding, unpaid balance due until the Customer pays the balance due.

## 2.3 Special Arrangements for Water Service

- (a) Water for building or construction purposes must be specially applied for.
- (b) Connections for private fire service and private fire hydrant service must be specially applied for.
- (c) Water for transient or temporary purposes must be specially applied for.

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**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

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**3. BILLING, ABATEMENTS & REFUNDS****3.1 Abatements and Refunds**

Abatement shall be made for leaks in service pipes or fixtures belonging to the Customer in accordance to Tariff.

**3.2 Meter 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. Meter testing shall be conducted in accordance with the then-applicable Rules.
- (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 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 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. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using the data as elapsed time since the last meter test, if applicable, and historical usage data for the customer. If that data is not available, the average usage of a similar class of customers shall be used for comparison purposes in calculating the time period. (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. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using the data as elapsed time since the last meter test, if applicable, and historical usage data for the customer. If that data is not available, the average usage of a similar class of customers shall be used for

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comparison purposes in calculating the time period. The Company will limit the period of recovery for under-billing to only the most recent twelve (12) months of under-billing, even if the under-billing occurred for a longer period.

- (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 Company shall be that percentage of error as determined by the test; i.e., it is the duty of the Company to maintain the accuracy of its measuring device as nearly one hundred percent (100%) as is commercially practicable. Therefore, percent error shall be that difference between one hundred percent (100%) and that amount of error as indicated by the test.
- (f) The burden of maintaining measuring equipment so that it will register accurately is upon the Company; 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 (12) months, the refund shall be 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.

### 3.3 Terms and Conditions of Billing and Payment

(T)

- (a) All fire service charges shall be payable monthly in arrears.
- (b) Bills for water service by Meter will be rendered monthly with ending dates as may be determined by the Company.
- (c) Bills for private fire hydrants shall be payable monthly in advance, except that the charges for private fire hydrant service shall be payable as set forth in Rule 11.
- (d) Special charges shall be payable upon demand.
- (e) All bills for water and service are due and payable when rendered and are considered delinquent if not paid in accordance with Tariff and Commission regulations. Failure to pay will render the Customer subject to disconnection and subject to payment of reconnection in Tariff. If any bill for water service is not paid in accordance with Tariff, the service may be discontinued in accordance with Rule 4, Disconnecting & Reconnecting Service.
- (f) Customers are responsible for furnishing the Company with their correct billing

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**President**

**2300 Richmond Road, Lexington, KY 40502**

addresses (email or postal address). 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.

- (g) All bills will be sent to the billing address (email or postal address) provided when requesting water service unless the Company is notified in writing by the Customer of any change of billing address.
- (h) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered.
- (i) The use of water by the same Customer in different Premises or localities will not be combined.
- (j) If for any reason service is discontinued before the expiration of twenty-five (25) days from commencement of service, a bill for a prorated portion of the minimum service charge for the month will be rendered.
- (k) Residential Customers may elect to participate in a monthly budget billing payment plan. Under such a plan, Customers shall pay a fixed monthly amount determined by the Company based on historical or estimated usage. A Customer may enroll in such a plan at any time by contacting the Company. The Company will issue bills so as to bring each customer's account current once each 12-month period or through a series of levelized adjustments on a monthly basis if usage indicates that the account will not be current upon payment of the last monthly budget amount. If a Customer fails to pay bills as required under the plan, the Company reserves the right to remove the Customer from the plan, restore the customer to regular billing, and require immediate payment of any deficiency.

#### 4. DISCONNECTING AND RECONNECTING SERVICE

##### 4.1 Discontinuance of Water Service

- (a) Water service will be discontinued to any Premises on account of temporary vacancy upon 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 and Rules of the Company.
- (b) The Company shall discontinue the Customer's service for violation of any Rule or for non-payment of bills upon providing the Customer with at least ten (10) days written notice

**ISSUED:** June 30, 2023

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delivered by mail or personally delivered to him/her or a member of his/her household, advising the Customer of what Rule had been violated and for which service will be discontinued if violation continues. However, discontinuance of service shall be effected no 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 that case, discontinuance may not be effected for thirty (30) days beyond the termination date as calculated above. 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 advance notice. 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:

- i. 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.
- ii. 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.
- iii. For interfering or tampering by the Customer, or others with the knowledge of the Customer, with any Meter, connection, service pipe, curb stop, seal or any other appliance of the Company controlling or regulating the Customer's water supply.
- iv. For failure to provide the Company's employees free and reasonable access to the Premises 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).
- v. 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 at the Premise accruing under these Rates and Rules. Discontinuation of service for non-payment on an account shall only be made at the Premise associated with that Account and will not occur for other accounts held by the same Customer that are current in payments unless the Customer has requested multiple accounts or premises be combined for billing purposes.

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**KENTUCKY-AMERICAN WATER COMPANY**


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vi. In case of vacancy of the premises.

vii. 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.

(c) In cases where plumbing has been installed prior to adoption of and not in accordance with these Rules, and where water is being taken through a single service pipe to supply two or more Premises, the party making application shall be responsible for all water bills and other legitimate charges. Any violation of the Company Rules 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, to be provided by and at the expense of the

Company.

(d) Discontinuing the supply of water to a Premises for any such 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.

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

#### 4.3 Reconnection Charge

When it has been necessary to discontinue water service to any Premises because of a violation of the Rules or on account of non-payment of any bill, a charge will be made to cover the expense 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, must be paid before the water will be reconnected.

### 5. COMPLAINTS

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**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**



**KENTUCKY-AMERICAN WATER COMPANY**

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**5.1 Customer Complaints**

Any complaint against the service or employees of the Company may be made at the office of the Company or by telephone, mail or email. The Company will handle all Complaints in accordance with regulatory requirements.

**6. METERS, TESTING AND ACCURACY****6.1 Meters**

- (T) (a) Water will be sold by Meter measurement only.
- (b) All Meters, except private detector devices and/or private service line Meters, will be installed, maintained and replaced 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 accident or misuse or purposeful actions) the Customer shall pay to the Company the cost of its repair on presentation of bill therefore.
- (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) Each Premise shall be supplied through an independent Meter setting.
- (e) If more than one Meter setting is installed upon a Customer's Premise, the usage of all Meters on a Premise may be combined for billing purposes if so requested by the Customer. Combined billing will be continued as long as the Premises criteria is met.
- (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.
- (g) The Company shall make any test of any Meter upon written request of the Customer if the request is not made more frequently than once each twelve (12) months. The Customer shall be given the opportunity to be present at the requested test. The Customer may be billed the actual cost of making the test, but 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 Customer.

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- (h) The Company reserves the right to put seals on any water Meter, or on couplings in and for any premises, and may shut off the supply if such seals are found broken or removed.
  - (i) Once any Meter has been placed, any change in location requested by the Customer will be done by the Company, at the expense of the Customer, if the location is acceptable pursuant to 6.1(k).
  - (j) Monitoring of Customer usage shall be in compliance with the then-applicable Rules and Regulations. The Company monitors Customer usage on a monthly basis through its collection of usage information. Upon the collection of that information, the Company compares usage for a particular month with a Customer's historical usage. To the extent the current month's usage shows an unusual deviation from historical usage, the Company will notify the Customer and take steps to determine the reason for the unusual deviation.
  - (k) Meters may be located either in an outdoor Meter box or vault, at the option of the Company. The location of the Meter must be acceptable to the Company and allow for the Meter to be easily examined, tested, repaired, read, removed or replaced. The Meter box or vault shall be located in a convenient and readily accessible location acceptable to the Company. The Meter box or vault must be constructed to protect the Meter from freezing and damage by vehicular traffic, and its location and design shall prevent, as far as possible, the inflow of surface water. After a Meter is installed by the Company, a Customer shall not tamper with, alter, repair or remove the Meter or allow anyone other than the Company to do so. Any plumbing, piping, grading or structural modification which could result in the relocation of the Meter or impact accessibility must first be approved by the Company.

## 6.2 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) Determination of Accuracy. No new, rebuilt or repaired meter shall be placed in service if it registers outside the parameters established in the then-applicable Rules and Regulations.
- (c) 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.

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7. PROTECTION OF PUBLIC WATER SYSTEM

7.1 Intercepting and Storage Tanks

- (a) Customer Service Lines shall not be connected to the suction side of pumps, unless approved by the Company. Customers who require a large quantity of water within a short period of time must have intercepting or intermediate storage tanks, pump discharge control valves, or other controls approved by the Company.
- (b) The inlet connection for the tanks attached directly or indirectly to the Customer Service Line shall discharge at a point no less than two (2) times the diameter of the inlet pipe above the overflow of such tanks and must be approved by the Company.

7.2 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. A vacuum valve should be installed, in accordance to applicable plumbing requirements, 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.
- (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.

7.3 Plumbing Work Must Be Approved by Company

All plumbing work done in connection with pipe and fixtures connected with the Company's mains shall be submitted for the approval of the Company before such work is covered up. Whenever the Company determines that plumbing work is defective, the Company may require it be corrected before the water will be turned on.

7.4 Cross-Connections

- (a) No cross-connection will be permitted unless an acceptable form of protection against contamination by backflow into the water distribution system is provided by a testable backflow prevention assembly. Acceptable forms of protection must comply with all applicable state and local requirements and approved by the Company. The required protective device or system shall be provided, installed and maintained by the Customer in good working condition, at the

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Customer's expense, and shall be subject to testing and approval of the Company before being placed in service, and at such times thereafter as may be deemed necessary by the Company. The Customer shall be responsible for the entire expense of such testing, including, but not limited to, expenses and fees a third party may charge for performing the testing and submitting the test results to the Company electronically or otherwise.

- (b) Any cross-connection existing which is in violation of these Rules shall be immediately removed or corrected. Failure of the Customer to do so may result in immediate termination of water service in accordance with Rule 4.

**8. RIGHTS AND RESPONSIBILITIES****8.1 Customers Requiring Uninterrupted Supply**

- (a) The Company will endeavor to give reasonable service but does not guarantee a sufficient or consistent pressure or an absolutely 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.

**8.2 Interruptions in Water Supply**

- (a) The Company reserves the right at any time to shut off the water in the Mains without notice in case of accident or emergency, or for the purpose of making connections, extensions, improvements, alterations, repairs, changes, or for other proper business reasons, and may restrict the use of water to reserve a sufficient supply in its reservoirs for fire protection or other emergencies whenever the public welfare may so require in accordance with Commission Rules. Notwithstanding any other provision in these Rules or any contract or agreement between the Company and any Customer, when, in the judgment of the Company, sufficient supplies of water are not available to the Company, for any reason, to meet all existing and reasonably anticipated demands for service or to preserve and replenish its storage in amounts sufficient to provide fire protection on its system, the Company shall have the right to restrict, limit, curtail or interrupt water service to or water usage by any Customer or Customers.
- (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.

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**KENTUCKY-AMERICAN WATER COMPANY****8.3 Liability of Company**

- (a) The Company shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water, due to any cause whatsoever. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.
- (b) The Company will make every effort to maintain a pressure on the distribution system that is required for reasonable service and is compliant with federal and state requirements, but it does not guarantee to furnish at all times any given quantity for fire uses or for general purposes.
- (c) The Company shall not be responsible for accidents or damages to boilers, hot water tanks, etc., resulting from the discontinuance of service, nor by reason of the breaking of any main, water pipe, fixture or appliance whether owned by the company or Customer, and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption of service. The Company will exercise every care in this matter, and in the event of the necessity of turning off water, every reasonable effort will be made to notify the Customer.
- (d) The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. The Company agrees to furnish such supply of water as shall then be available and not other or greater, 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.

**8.4 Meters**

No person shall turn the water on or off at any street valve, Company stop, curb stop or other street connection, or at meter setting or meter vault, or disconnect, remove or bypass any meter without the consent of the Company. The Company has the right to prosecute for any damage resulting from any unauthorized tampering with Company property.

**8.4 Electrical Ground**

No electric wires shall be grounded on the mains of the Company or on any Company Service Lines or pipes or fixtures of any kind which have a metallic connection with the mains of the Company. The Company has the right to prosecute for any damage resulting violation of this Rule.

**8.5 Limitations on Resale of Water**


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Water furnished to any customer, except for a customer classified as a “Sales for Resale” customer, is for the customer’s use only and such water shall not be resold by the customer to any other person, firm, or corporation on the customer’s premises or for use on any other premise. This restriction, however, does not preclude a customer from allocating the Company’s billing to the customer to any other person, firm, or corporation provided the sum of such allocations does not exceed the Company’s billing.

9. CUSTOMER AND COMPANY SERVICE LINES

9.1 Company Service Lines

- (a) Subject to Rule 10 on Main extensions and subject to the terms of any applicable Main extension agreement, the Company will install a Company Service Line provided that it is required for the immediate and continuous supply of water in order to furnish general water service, and that the Premise to be served abuts a street, highway or right-of-way in which a Main is located.
- (b) The Customer shall install the Customer Service Line to a point approved by an authorized employee of the Company, after which the Company will have the Company Service Line installed from the Main to the Customer Service Line upon payment by the Customer of the tap fee. Where the Company Service Line is already installed, the Customer Service Line shall be connected to the Company Service Line at a point approved by an authorized employee of the Company.
- (c) The Company Service Line shall be sized, furnished, installed, owned and maintained only by the Company and shall remain under its sole control. Only the Company may make connections to its Mains. Nothing may be attached to the Company Service Line except a Customer Service Line. The connection to the Company Service Line must be made by an authorized employee or agent of the Company, or a licensed plumber.

9.2 Customer Service Lines

- (a) The Company will specify the location of the connection to the Customer Service Line. The Customer Service Line shall be installed, maintained, and/or owned by the Customer, at the Customer’s expense and risk. The Customer Service Lines shall be installed in accordance with applicable plumbing requirements.
- (b) Each Premise shall be served by no more than one Customer Service Line unless otherwise approved by the Company. Customer Service Lines supplying the Premises shall not pass through or across any other Premises. No water pipes or plumbing in any Premises shall be extended from

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there to any other Premises.

When a Customer Service Line is relocated at the Customer's request, or when no associated relocation of the Company's Service Lines or other infrastructure is occurring, the Customer shall be responsible for the cost of such relocation. In instances where a Customer Service Line is required to be relocated due to roadway construction or other causes not within Company control, and the Company's Service Lines or other infrastructure is also being relocated, the Customer shall not be responsible for the cost of such relocation unless the Customer requests a specific location different than that specified by the Company.

A Customer's Service Line which is irregularly located because there was no Main abutting the Premises at the time such Customer Service Line was installed shall, at the Customer's expense, be relocated and connected to a new Company Service Line on the Main abutting the Premises when it becomes necessary for such Customer Service Line to be repaired or replaced.

- (c) A Customer, occupant, owner, or any agent thereof is not authorized to attach the Customer Service Line to Company property or shut the water line on or off. If a Customer, occupant, owner, or any agent thereof does so, and in making an attachment or in shutting off or turning on water does not properly replace the curb box cap or Meter lid, or damages the curb stop, curb box, copper setter, or other property of the Company, repairs shall be made only by the Company, but at the Customer's expense. If a Customer, occupant, owner, or any agent thereof takes any unauthorized action described therein, the Company shall not be liable for any personal and property damage caused to Customer's property.
- (d) The Customer Service Line and all connections and fixtures attached thereto shall be subject to the approval of the Company before water will be turned on. All Premises receiving a supply of water and all Company Service Lines and Meters and appurtenances, including any and all fixtures within the Premises, shall at all reasonable hours be subject to inspection by any duly authorized employee or agent of the Company.
- (e) Only an authorized agent of the Company may turn water on and off in the meter box. In case of emergencies, licensed plumbers may turn water on and off if a shut off valve is not available in the Premise and must notify Company within 24 hours of doing so.

## 10. WATER MAIN EXTENSIONS

### 10.1 General Main Extensions Rules

- (a) In estimating the cost of an extension, the estimate shall be based on the diameter of the pipe to be

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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.

- (b) No interest will be paid by the Company on the Applicant's payment or on any balances not refunded. At the expiration of said ten-year period, the refund account will be closed, and no further refunds will be made.
- (c) Extensions made under this Rule shall be and remain the property of the Company.
- (d) The Company reserves the right to further extend its water mains from and beyond the end 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 connecting of Customers to any further extension of mains installed.
- (e) In determining the length of main extensions 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 or to the edge of subdivision property, including common area.

#### 10.2 Main Extensions for Other than in New Subdivisions

- (a) For Free Extensions, the Company will, upon written request for Residential service by a prospective Residential Customer or 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) For Extension Above Limit, 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 cost of the free extension specified herein, such an extension will be made under the following conditions: the Company shall 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 end within a period of ten

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(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) The free extension or refund amount shall not be reduced below that applicable to fifty (50) feet of main per Customer. A prospective Customer is one who will connect to such main extension within the refund period after the date the water is turned on in 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 refund period.

### 10.3 Main Extensions for New Subdivision

#### (a) Definitions

- i. 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 local planning and zoning authority, and in which the owner thereof has the right, under the rules of said Authority, to construct streets, sidewalks, curbs and other improvements.
- ii. 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 footage 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 hundred feet, the total number of lots in the subdivision shall be determined by dividing the total frontage of all the lots in the subdivision by one hundred feet.
- iii. 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 local planning and zoning authority.
- iv. 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

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the preliminary (or final, if applicable) plat of said subdivision as approved by the local planning and zoning authority, in order to deliver an adequate supply of water from existing mains of Company to such new subdivision.

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- v. The term “current estimated cost” as used herein shall mean that sum determined by Company as the estimated cost of installing one foot of water main, together with that sum determined by Company as the estimated cost of installing each type of appurtenant related facility based upon current materials costs, bids received, and other current project data. 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.

- (b) 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.
- (c) 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 the Appendix, and/or a “New Subdivision Extension Deposit

Agreement for On Site Facilities” as hereinafter set forth in the Appendix, which Agreements shall be entered into upon the following basis:

- i. 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.
- ii. 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

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the entire subdivision considered as a whole for the purpose of making deposits and receiving refunds for off-site facilities under Company Rule No. 10. In such event, owners shall furnish Company 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 four (4) copies of a preliminary or final plat of the subdivision or units thereof, duly approved by the Local planning and zoning authority, 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 deemed necessary and upon delivery to Company by the owner of such subdivision, any other information requested by the Company.

- iii. Separate Extension Deposit Agreements, in the form provided in the Appendix, shall be entered into by the owner of the subdivision 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.
- iv. 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 thereto 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

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- 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.
- v. 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, and (2) (a) the presumed cost of ten (10) feet of off-site 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 initial 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 the Appendix of these Rules.
- vi. For each Premises served for which a street service connection shall be directly attached to such main extension between its original beginning or 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 (c) vi above for that part of the new subdivision then to be developed, by the total number of lots,

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determined as provided in Section (a) ii 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.

- b. For off-site facilities, the quotient obtained by dividing the deposit for off-site facilities, determined as provided in Section (c) iv 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 (c) ii above.
- vii. 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 local planning and zoning authority and recorded in the Office of the County Clerk. 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 Authority or as recorded in the office of said Clerk, whether such changes are made with or without the consent of said subdivider, and in the 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 all other expenses or costs relating 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.

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- (d) Company shall, upon written request of any owner of a new subdivision, with who a contract has been entered into under these Rules, made within thirty (30) days after effective date of these Rules, re-execute such agreements under terms of these Rules.

**11. PUBLIC AND PRIVATE FIRE SERVICE****11.1 Application for Private Fire Service**

- (a) The extent of the rights of the Customer for private fire service is to receive, but only at times of fire at the Premises served by the private fire service, such supply of water as shall then be available. The 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) The applicant or its agent shall complete an "Application for Special Connection," which is available at the Company's offices. 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," and then only after such application has been submitted by the Customer and approved in writing by the Company and the applicable Fire Department.
- (c) A gate valve with post indicator 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 and post indicator shall be furnished, installed and maintained by the Company at the expense of the Customer, and unless otherwise approved by the Company, said valve shall be installed which shall be furnished, installed and maintained 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 service connection from the main to the post indicator valve as described in Section 11.1 (c) will be furnished, installed, owned and maintained by the Company 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 time 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 testing of the system and the extinguishment of 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

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(T) guarded by an approved fire line meter or detector device which shall be furnished and installed by the  
 (T) Company at the expense of the Customer. The meter shall be set in an approved 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 private  
 fire meter or private 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.
- (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. An industry approved backflow prevention device reviewed by the Company must be installed on private fire service connections and such device must be tested annually thereafter.
- (j) 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 accessible and available in a safe manner to the Company at all times.
- (k) The Company shall determine the size and location of any connections made to its mains for private fire service.
- (l) 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.
- (m) 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.
- (n) All applications for private fire protection shall be subject to the written approval of the applicable Fire Department. It is the Customer's responsibility to obtain this approval.
- (o) All subsequent owners of the property containing private fire service, assume all responsibilities under the original Application for Special Connection.

### 11.2 Terms and Conditions for New Private Fire Hydrant Service

**ISSUED:** June 30, 2023

**Approved:**

**EFFECTIVE:** July 30, 2023

**ISSUED BY:** /s/ Kathryn Nash

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

- 
- (a) Applicants and Customers subject to this tariff are also subject to Rule 11.1(a), (b), and (f), which are incorporated by reference as if set forth herein.
- (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 of three years' private service rate in Service Classification No. 4 for each private fire hydrant by the applicant will be required at the time the contract is signed for private fire hydrant service.
- (d) Water used for extinguishing fires will not be charged. Prompt notice of hydrant use is to be given to the Company in order that the installation may be inspected.
- (e) Except for hydrants owned by private entities as set forth in their contract with the Company, title to the service connection and hydrant shall, upon completion of construction, become vested in the Company, which thereafter shall assume responsibility for maintenance. Regardless of ownership, all parts and appurtenances shall be accessible and available to the Company at all times.
- (f) 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.
- (g) After expiration of the initial three-year advance payment of the private service rate by the applicant, the applicant will continue to be responsible for charges for this service. The applicant may request the Company's consent to transfer responsibility for the private service rate to an entity in good standing in the state in which the entity was organized. Any such request must be approved by the applicant, the entity to which the responsibility is being transferred, and the Company in order to be effective.
- (h) Failure to pay the private service rate shall be sufficient cause for discontinuance of water service after reasonable notice by the Company.
- (i) The private service rate shall continue in effect until such time as a unit of government shall agree to pay public fire protection charges thereon.

**11.3 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 or County shall notify the Company after it has opened any hydrant.

**ISSUED: June 30, 2023****Approved:****EFFECTIVE: July 30, 2023****ISSUED BY: /s/ Kathryn Nash****Kathryn Nash****President****2300 Richmond Road, Lexington, KY 40502**



**KENTUCKY-AMERICAN WATER COMPANY**

- 
- (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.
- (g) In the event that the City or County shall order in writing 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.
- (h) Where pipe line installations are required to carry out a written order of the City or County 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 or County orders in writing 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. 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, 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 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 end with a period of ten (10) years from the making of such extension, refund an amount equal to three (3) times the estimated revenue of the new Customer, but at no time shall the aggregate refund made exceed the original deposit.

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**ISSUED: June 30, 2023****Approved:****EFFECTIVE: July 30, 2023****ISSUED BY: /s/ Kathryn Nash****Kathryn Nash****President****2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

12. SERVICE CLASSIFICATIONS AND TARIFFS/RATES/FEEES

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 1**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

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;

	<b>Customer Category</b>	<b>Rate Per 1,000 Gallons All consumption</b>	<b>Rate Per 100 Gallons All Consumption</b>
(I)	Residential	\$7.8249	\$0.78249
(I)	Commercial	7.0760	0.70760
(I)	Industrial	5.8505	0.58505
(I)	Municipal & Other		
	Public Authority	6.5179	0.65179
(I)	Sales for Resale	5.7566	0.57566

**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.

	<b>Size of Meter</b>	<b>All Classes Service Charge Per Month</b>
(I)	5/8"	\$ 20.00
(I)	3/4	29.80
(I)	1"	49.60
(I)	1-1/2"	99.40
(I)	2"	158.90
(I)	3"	297.90
(I)	4"	496.60
(I)	6"	993.10
(I)	8"	1,589.00

**ISSUED: June 30, 2023**  
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**Approved:**

**ISSUED BY: /s/ Kathryn Nash**  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

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(D)

(D)

(D)

(T)

**RESERVED FOR FUTURE USE**

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**ISSUED:** June 30, 2023

**Approved:**

**EFFECTIVE:** July 30, 2023

**ISSUED BY:** /s/ Kathryn Nash

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 3**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

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

**Rates**

	<u>Size of Service</u>	<u>Rate Per</u> <u>Month</u>	<u>Rate Per</u> <u>Annum</u>
(I)	2" Diameter	\$ 11.90	\$ 142.80
(I)	4" Diameter	48.00	576.00
(I)	6" Diameter	107.90	1,294.80
(I)	8" Diameter	191.90	2,302.80
(I)	10" Diameter	299.90	3,598.80
(I)	12" Diameter	448.80	5,385.60
(I)	14" Diameter	432.50	5,190.00
(I)	16" Diameter	767.90	9,214.80

**Special Provisions**

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

Fire service connections are furnished for the sole purpose of supplying water for the extinguishment of fires. If the Company has reason to believe water is being used for other purposes, including that the connection or line is leaking, the Company may install a meter to monitor usage, and, in addition to the rates for fire protection listed above, all usage shall be billed at the Commercial rate in Service Classification No. 1. The applicable Service Charge listed in Service Classification No. 1 shall also be charged.

The charges under this provision are in addition to any general water service charges.

**ISSUED: June 30, 2023**  
**EFFECTIVE: July 30, 2023**

**Approved:**

**ISSUED BY: /s/ Kathryn Nash**  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

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**TAPPING FEES**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

Available for residential, commercial, industrial, other public authority and sales for resale customers.

**Tapping (Connection) Fees**

**Size of Meter Connected**

5/8-Inch	\$1,223.00
1-Inch	2,174.00
2-Inch	4,002.00
Service larger than 2"	Actual Cost

For services greater than 2", a cost-adjustable deposit is required upon application. The tapping fee will be required upon application for all services installed on or after the effective date of this tariff, except in cases where a complete application for service (including plumbing inspection) is on file with the Company prior to the effective date of this tariff.

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ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 4**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

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

**Rates for Public Fire Service**

	<b><u>Rate Per Month</u></b>	<b><u>Rate per Annum</u></b>
(I) For each public fire hydrant contracted for or ordered by Urban County, County, State or Federal Governmental Agencies or Institutions.	\$66.00	\$792.00

**Rates for Private Service**

(I) For each private fire hydrant contracted for by Industries or Private Institutions.	\$104.30	\$1,251.60
-----------------------------------------------------------------------------------------	----------	------------

Fire service connections are furnished for the sole purpose of supplying water for the extinguishment of fires. If the Company has reason to believe water is being used for other purposes, including that the connection or line is leaking, the Company may install a meter to monitor usage, and, in addition, to the rates for fire protection listed above, all usage shall be billed at the Commercial rate in Service Classification No. 1. The applicable Service Charge listed In Service Classification No. 1 shall also be charged.

The charges under this provision are in addition to any general water service charges.

**Special Provisions**

A few hydrants are connected to mains by a “special connection.” A “special connection” exists when a customer and the Company entered into a service contract in which the customer agreed to maintain an unmetered water line from a Company main to the customer’s service line. If the Company has reason to believe water from a special connection is being used for purposes other than fire protection, including that the connection or line is leaking, the Company may install a meter and charge for usage under this tariff. The Company may require the customer to pay for the meter and its installation if:

- (1) the Company gives the customer written notice of the usage problem, requests that the customer correct the problem, and informs the customer that failure to correct the problem within 90 days could result in liability of the customer for the cost of installing a meter to monitor usage,

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**ISSUED: June 30, 2023**  
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**Approved:**

**ISSUED BY: /s/ Kathryn Nash**  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

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- (2) the customer does not substantially correct the problem within 90 days of the written notice, and,
- (3) the Company thereafter gives three business days' notice, which shall include a cost estimate, that it will install the meter at the customer's expense.

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**ISSUED:**           **June 30, 2023**

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**EFFECTIVE:**   **July 30, 2023**

**ISSUED BY:**   /s/ Kathryn Nash  

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

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**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 5**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for Water Used for Construction, Street Washing, Pool Filling, and Similar Purposes.

**Rates**

Where a meter is installed on a fire hydrant or on a temporary service connection for construction, street washing, pool filling, and similar purposes, the minimum payment for water shall be the monthly service 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 service 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 service 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. This service charge will not entitle the Customer to any water and all water used 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.

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**Approved:**

**ISSUED BY: /s/ Kathryn Nash**  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**



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**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 6**  
**BILLING OF LICENSE, OCCUPATION, FRANCHISE OR OTHER SIMILAR CHARGES OR TAXES**  
**INCLUDING SCHOOL TAX**

**Applicable**

Applicable to all customers in the Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for Residential, Commercial, Industrial, Other Public Authority and Sales for Resale customers.

**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, fee or other similar fee, charge or tax now or hereafter imposed upon the Company by local taxing authorities or the Kentucky River Authority, whether imposed by ordinance, franchise, statute or otherwise, and which fee, tax or charge is based upon Kentucky River water usage or 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, fee or tax is imposed, the total of such charges, fees or taxes applicable to a Customer may be billed to the customer as a single amount. Charges, fees or taxes herein referred to shall in all instances be billed to customers on the basis of Company rates or usage effective at the time of billing, and on the basis of the tax rate of usage effective at the time billing is made.

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate amount of school tax in any county requiring a utility gross receipts license tax for schools under KRS 160.613.

There shall also be added to the Customer's bill, as a separate item, any fee, tax or charge imposed upon the customer by a municipality or governmental agency, the purpose of which is to allocate among those customers identified by ordinance, franchise, statute, or otherwise, the cost of fire hydrants imposed upon the municipality or governmental agency. Failure to pay this charge shall not constitute grounds for termination of service.

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**ISSUED: June 30, 2023**

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**Approved:**

**ISSUED BY: /s/ Kathryn Nash**

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 6**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company supplied water from the Kentucky River.

**Availability of Service**

Available for Residential, Commercial, Industrial, Other Public Authority and Sales for Resale customers.

**Rates**

Kentucky-American Water Company in accordance with the tariff shown in First Sheet No. 36 shall charge a rate of \$0.0265 per 100 gallons.

Except for rate changes imposed by the Kentucky River Authority, which will be put in effect immediately upon notification of such change by the Kentucky River Authority, this fee will be adjusted annually beginning January, 2002 to reflect any over or under collection of Kentucky River Authority fees existing at the time of the adjustment

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**ISSUED:**           **June 30, 2023**

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**Approved:**

**ISSUED BY:**   /s/ Kathryn Nash  

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

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**RECONNECTION CHARGE**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for all customers

When it is 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 Fifty-six Dollars (\$56.00) will be made to cover the expense of turning on the water service.

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**ISSUED:** June 30, 2023  
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**Approved:**

**ISSUED BY:** /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

**KENTUCKY-AMERICAN WATER COMPANY**

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**INSUFFICIENT FUNDS CHARGE**

In those instances where a customer renders payment to the Company by check or electronic funds transfer which is not honored upon deposit by the Company, the customer will be charged (\$12.00) to cover the processing costs.

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**ISSUED: June 30, 2023****EFFECTIVE: July 30, 2023****Approved:****ISSUED BY: /s/ Kathryn Nash****Kathryn Nash****President****2300 Richmond Road, Lexington, KY 40502**

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**INSPECTION OF SERVICE LINE****Applicable:**

Applicable to the entire service territory of Kentucky-American Water Company where neither the Kentucky Department of Housing, Building and Construction or local government conducts an inspection of service lines comparable to that required of water utilities by 807 KAR 5:066 Section 9(3).

**Availability of Service:**

Inspection of service lines is available to all customers of Kentucky-American Water Company where neither the Kentucky Department of Housing, Building and Construction or local government conducts an inspection of service lines comparable to that required of water utilities by 807 KAR 5:066 Section 9(3). The customer shall leave the trench open and the service line uncovered. The service line must be determined to be free from any tee, branch connection, irregularity or defect before service will be initiated.

**Rate:**

The customer shall be charged \$25.00 for each inspection of a service line.

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**ISSUED: June 30, 2023****EFFECTIVE: July 30, 2023****Approved:****ISSUED BY: /s/ Kathryn Nash****Kathryn Nash****President****2300 Richmond Road, Lexington, KY 40502**

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**NEW ACCOUNT SET UP**  
**ACTIVATION FEE**

**Applicable**

Applicable to all customers who request a new account or a change in ownership of an existing account.

**Availability of Service**

Available for all customers.

**Rate**

An activation fee of Twenty-eight (\$28.00) Dollars shall be charged to set up a new account or change an existing account. The activation fee covers the cost of meter reading and record change.

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ISSUED: June 30, 2023  
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ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

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**LATE PAYMENT FEE**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for all customers.

**Rates**

Kentucky American Water Company shall charge a 5% late fee on all charges that are paid after the due date on the bill. The late payment fee is 5% calculated upon all amounts owed with the exception of any amounts Kentucky-American Water Company collects pursuant to a third-party billing services contract, or on previously assessed late payment fees or other penalty charges. The late payment charge will only be assessed once on any bill for rendered services. Customers who receive a pledge for or notice of low income water assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received.

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**ISSUED:** June 30, 2023  
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Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

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**BULK SALES OF WATER THROUGH LOADING STATIONS**

**Availability of Service**

This service is available at locations deemed appropriate by Kentucky-American Water Company.

**Rate**

The following rates and charges are prescribed for the customers in the area served by Kentucky-American Water Company.

(I) Bulk Sales Rate \$ .228065 per 50 gallons

**Terms and Conditions of Service**

Service taken under this tariff must be prepaid by the customer.

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ISSUED: June 30, 2023  
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ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502



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**SERVICE CLASSIFICATION NO. 6**  
**SERVICE LINE LEAK ADJUSTMENT RATE**

(T) **Applicable**  
Applicable to entire Service Territory of Kentucky-American Water Company.

(T) **Availability of Service**  
Available for Residential, Commercial and OPA customers.

(T) **Rates**  
A charge of twenty-five (25) percent of the applicable tariff will be applied to all water usage determined to be the result of a service line leak.

(T) **Terms and Conditions**  
(T) A service line leak is defined as a leak in the customer service line between the meter and the premises. Service line leak adjustments will be granted to residential, commercial, and OPA customers. The customer must provide a plumber's statement or list of materials showing that the leak has been repaired. After verification of repairs by the Water Company, the bill will be adjusted by comparing the usage during the leak billing period to the average usage for the past six billing periods. A reasonable estimate will be used in cases when six prior periods of information do not exist. The excess usage will be billed at the rate specified above. During the lifetime of a water service line only two leak adjustments will be permitted. Each adjustment may cover a maximum of two billing periods. Before a third adjustment can be considered, the entire water service line from the meter box to the premises must be replaced. Plastic pipe for repair of underground water service lines must be certified to withstand a working pressure of 160 pounds per square inch or greater.

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ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

**KENTUCKY-AMERICAN WATER COMPANY**



WE KEEP LIFE FLOWING™

Service Address:  
 JOHN Q CUSTOMER  
 1234 ANYWHERE ST UNIT 1234  
 CITY, ST ZIP CODE



**Important Account Messages**

- Looking for an easy way to manage your account and service needs? Try our redesigned customer portal at [www.amwater.com/MyAccount](http://www.amwater.com/MyAccount). Find out how much you owe, start or stop service and pay your bill electronically without a convenience fee. And you can access anytime ... 24x7, all day, every day!

For more information, visit [www.kentuckyamwater.com](http://www.kentuckyamwater.com)

**View your account information or pay your bill anytime at:** [amwater.com/MyAccount](http://amwater.com/MyAccount)

**Pay by Phone\*:** Pay anytime at 1-855-748-6066  
 \*A convenience fee may apply

**Customer Service:** 1-800-678-6301  
 M-F 7:00am to 7:00pm – Emergencies 24/7

▶ Please return bottom portion with your payment. DO NOT send cash. Retain upper portion for your records. ▼

TRA1-S-008001000002 PC0180 ETM1C001 1 34 6 A

**Monthly Statement**

Page 1 of 3  
 0520209804

Account No. **1012-210001234567**

<b>Total Amount Due:</b>	<b>\$37.80</b>
<b>Payment Due By:</b>	<b>May 29, 2018</b>

**Billing Date:** May 11, 2018  
**Service Period:** Apr 11 to May 10  
**Total Gallons:** 3,740

**Account Summary – See page 3 for Account Detail**

Prior Billing:	\$42.67
Payments - Thank You!	= \$42.67
<b>Balance Forward:</b>	<b>= \$0.00</b>
Service Related Charges:	+ \$35.66
Taxes:	+ \$2.14
<b>Total Amount Due:</b>	<b>= \$37.80</b>



WE KEEP LIFE FLOWING™

PO Box 790247  
 St Louis, MO 63179-0247

Service to: 1234 ANYWHERE ST  
 CITY, ST ZIP CODE

8001 1 AB 0.301 00001/008001/000002 0047 2 PC0180  
 JOHN Q CUSTOMER  
 1234 ANYWHERE ST  
 UNIT 1234  
 CITY ST 00000-0000



Account No. **1012-210001234567**

<b>Total Amount Due:</b>	<b>\$37.80</b>
<b>Payment Due By:</b>	<b>May 29, 2018</b>

If paying after 5/29/18, pay this amount: \$39.69

Amount Enclosed \$

KENTUCKY AMERICAN WATER  
 PO BOX 790247  
 ST LOUIS, MO 63179-0247

0001012210001234 567000000000003780013

**ISSUED:** June 30, 2023  
**EFFECTIVE:** July 30, 2023

**Approved:**

**ISSUED BY:** /s/ Kathryn Nash  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

Messages from Kentucky American Water

- **\*\*\*IMPORTANT WATER QUALITY MESSAGE:** 2017 Kentucky American Water annual water quality report is available. This report contains important information about your drinking water. Please go to [www.amwater.com/ccf/lexington.pdf](http://www.amwater.com/ccf/lexington.pdf), [www.amwater.com/ccf/owenton.pdf](http://www.amwater.com/ccf/owenton.pdf) or [www.amwater.com/ccf/fordhampton.pdf](http://www.amwater.com/ccf/fordhampton.pdf) to view your 2017 annual water quality report or to request a paper copy call 800-678-6301.
- If you would like a copy of our tariff please visit [www.kentuckyamwater.com](http://www.kentuckyamwater.com), call 1-800-678-6301, or visit our customer lobby at 2300 Richmond Road in Lexington anytime between 8 a.m. and 4:30 p.m., Monday through Friday.
- Local Office: 2300 Richmond Road (Lexington).



**WATER SAVING TIP**

Fix household leaks and **save up to 20 gallons of water a day.**

**CUSTOMER SERVICE**  
 1-800-678-6301  
 HOURS: M-F 7am-7pm • Emergencies: 24/7  
**TTY/TDD FOR THE HEARING IMPAIRED:**  
 711 (and then reference Customer Service number listed above)

**SERVICES**

- **Go Paperless:** Save time. Save money. Sign up for Paperless Billing and Auto Pay on My Account at [amwater.com/myaccount](http://amwater.com/myaccount). Not registered? Log in and be sure to have your account number handy.
- **Water Quality:** We take water quality seriously. When it comes to complying with federal drinking water standards, we consistently score better than the industry average. For a copy of the annual water quality report for your area, visit [kentuckyamwater.com](http://kentuckyamwater.com). Under Water Quality, select Water Quality Reports.
- **H2O Help To Others:** This program helps low-income customers who qualify with their water bills. For more information, visit [kentuckyamwater.com](http://kentuckyamwater.com). Under Customer Service & Billing, select Low Income Program.

**EXPLANATION OF OTHER TERMS**

- **Payment by Check:** Paying by check authorizes American Water to send the information from your check electronically to your bank for payment. The transaction will appear on your bank statement. The physical check will not be presented to your financial institution or returned to you.
- **Estimated Bill:** This occurs when we are unable to read the water meter. Your usage from the same billing period the prior year is used to calculate the estimated bill. The next actual meter reading corrects any over or under estimates.
- **Disputes:** If you have questions or complaints about your bill, please call us at 1-800-678-6301 before the due date. If your bill is unusually high, it may indicate that there is a leak in your plumbing. For tips on how to detect leaks and use water wisely, visit us online. You'll find helpful tools under the Water information menu. Every drop counts!
- **Rates:** A detailed listing of charges that make up your bill is available upon request by contacting Customer Service or visiting us online at [kentuckyamwater.com](http://kentuckyamwater.com). Under Customer Service & Billing, select Your Water Rates.
- **Correspondence:** Please send written correspondence to PO Box 678, Allen, IL 62002-0578. Be sure to include your name, account number, service address, mailing address and phone number including area code. Please do not send correspondence with your payment, as it may delay processing your payment and correspondence.

**H2O HELP TO OTHERS PROGRAM - lend a hand to customers in need**

I'm adding a one time contribution of \$\_\_\_\_\_ with my payment.

I'd like to add a recurring contribution to each bill of \$\_\_\_\_\_. I understand this amount will be added to each bill.

Address Change(s) \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

( ) \_\_\_\_\_  Mobile Number \_\_\_\_\_

Phone Number \_\_\_\_\_

E-mail Address \_\_\_\_\_


**Other ways to pay your bill**

**Auto Pay**  **Online**  **In Person**

Save time and money. Enroll in Auto Pay, and your bill will be paid on time, every time, directly from your bank account on the due date. No stamps required!

With My Account, you can pay your bill anytime, anywhere. Registration is fast and easy. Visit [amwater.com/MyAccount](http://amwater.com/MyAccount) or pay without registration at [www.amwater.com/bilipay](http://www.amwater.com/bilipay) (fee may apply)

We have agreements with several authorized payment locations in our service area. Visit our website to find one near you.



**ISSUED:** June 30, 2023  
**EFFECTIVE:** July 30, 2023

**Approved:**

**ISSUED BY:** /s/ Kathryn Nash  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**



Meter Reading and Usage Summary

Meter No.	Meter Type	Size	From Date	To Date	Previous Read	Current Read	Meter Units*	Billing Units**	Water Used in Gallons
079745079N	Regular	5/8"	04/11/2018	05/10/2018	963 (A)	968 (A)	5	37.40	3,740

A = Actual E = Estimate \*1 Meter unit = 100 cubic feet or 748 gallons of water \*\*1 Billing Unit = 100 gallons of water

Billed Usage History (graph shown in 100 gallons)

- 3,740 gallons = usage for this period
- 3,740 gallons = usage for same period last year



Next Scheduled Read Date: on or about Jun 12, 2018  
 Account Type: Residential

Average daily use for this period is:

125 gallons

Account Detail

Service To: 1234 ANYWHERE ST, CITY ST ZIP CODE

<b>Prior Billing</b>	<b>42.67</b>
Balance from last bill	42.67
<b>Payments</b>	<b>-42.67</b>
Payments as of Apr 24. Thank you!	-42.67
<b>Balance Forward</b>	<b>0.00</b>
<b>Service Related Charges - 04/11/18 to 05/10/18</b>	
<b>Water Service</b>	<b>35.00</b>
Water Service Charge	12.49
Water Usage Charge (37.40 x \$0.6019)	22.51
<b>Other Charges</b>	<b>0.66</b>
KRA Withdrawal Fee (37.40 x \$0.0177)	0.66
<b>Total Service Related Charges</b>	<b>35.66</b>
<b>Taxes</b>	<b>2.14</b>
Franchise Taxes (\$35.66 x 3.000%)	1.07
School District Tax (\$35.66 x 3.000%)	1.07
<b>Total Current Period Charges</b>	<b>37.80</b>

Total Amount Due **\$37.80**

Understanding Your Bill

The information below defines some of the new terms you may find on your bill:

- Service Related Charges:** This section includes charges for services related to water, wastewater and fire protection.
- Fees and Adjustments:** This section provides details related to additional charges or adjustments for the service period referenced. Fees, when applicable, would include items such as service activation and late payment charges. Additionally, any credit or debits related to billing corrections would be found in this section.
- Pass Through Charges:** Charges in this section, when applicable, are separated from other service related charges to provide visibility into what portion of your bill is being remitted to other entities. Payment received for these charges does not remain with American Water. While we may bill and collect for them, the payments received are passed along to other companies and agencies.
- Billing Units:** One billing unit equals 100 gallons of water used. If the meter serving your property measures your water use in cubic feet or a different unit of measure, we convert the usage to gallons to make it easier to understand.
- Average Daily Use:** The gallons shown in the water droplet above represent your average daily water use for the current billing period. Tracking the amount of water you use can help you manage your overall water use from month to month.
- Still have questions?** We are here to help. Our customer service representatives are available M-F, 7 a.m. to 7 p.m. More information on understanding your bill and charges can also be found on our website. See the link below.

For more information about your charges and rates, please visit: <https://amwater.com/kyaw/customer-service-billing/your-water-and-wastewater-rates>.

TRA1-S-00300 1/0/00/02 PC0180 ETM1C001 1 34 6 A

ISSUED: June 30, 2023  
 EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
 Kathryn Nash  
 President  
 2300 Richmond Road, Lexington, KY 40502

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**QUALIFIED INFRASTRUCTURE PROGRAM RIDER (“QIP RIDER”)**

**APPLICABLE SERVICE AREA**

Applicable to the entire Service Territory of Kentucky American Water Company unless otherwise noted.

**APPLICABILITY OF RIDER**

Applicable to Residential, Commercial, Industrial, Other Public Authority, Sales for Resale, Public and Private Fire Service and Hydrant customers.

**CALCULATION OF QUALIFIED INFRASTRUCTURE PROGRAM RIDER REVENUE REQUIREMENT**

The QIP rate base in any forecasted period will be calculated in a manner consistent with 807 KAR 5:001, Section 16(6)(c). The QIP Rider Revenue Requirement includes the following:

(T)  
(T)

- a. QIP-eligible Plant In-Service not included in base water rates minus the associated QIP-related accumulated depreciation and accumulated deferred income taxes, grossed up by applying the gross revenue conversion factor authorized in the Company’s latest base water rate case;
- b. Retirement and removal of plant related to QIP-eligible construction;
- c. Return on the net QIP-eligible plant in-service at the overall rate of return on capital authorized in the Company’s latest base water rate case, grossed up for federal and state income taxes;
- d. Depreciation expense on the QIP-eligible Plant In-Service less retirement and removals;
- e. Property taxes related to the QIP.

**QIP ELIGIBLE UTILITY PLANT:**

Distribution Infrastructure – distribution and transmission system structures and improvements, mains and valves installed as replacements for existing facilities; hydrants, distribution tanks; services, meters and meter installations, power generation and pumping equipment installed as replacements for existing facilities; unreimbursed funds related to capital projects to relocate facilities required by governmental infrastructure projects.

Water Treatment Infrastructure – source of supply and water treatment structures, pipe and equipment including sampling equipment, SCADA equipment, power generation and pumping equipment installed as replacements for existing facilities.

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**ISSUED: June 30, 2023**  
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**Approved:**

**ISSUED BY: /s/ Kathryn Nash**  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

**RATES**

All customers subject to this QIP Rider receiving water service shall be assessed a monthly QIP Rider charge in addition to the service charge, consumption charge or monthly fee component of their applicable rate schedule that will enable the Company to complete the Qualified Infrastructure Program.

(T) The QIP Rider will be updated annually in a filing that includes the (1) projected costs for  
 (T) each QIP period and (2) a balancing adjustment that trues up the projected program costs  
 (T) and revenues with the actuals for the preceding annual QIP period. The annual filing will be  
 (T) submitted at least 120 days prior to the commencement of the QIP period. The first QIP  
 (T) period following Case No. 2023-00191 is February 1, 2025 to December 31, 2025.  
 (T) Subsequent QIP periods will be twelve month calendar periods from January 1 to December  
 (T) 31 each year.

(N) The monthly QIP Rider charges for all respective water service classifications will be  
 (N) calculated as a percentage and applied to all water charges including meter fees, volumetric  
 (N) water sales, fire service fees, and public and private hydrant fees from the Company's most  
 (N) recent base rate case, but excluding any other surcharge or add-on taxes. The percentage is  
 (N) calculated by dividing the QIP revenue requirement by the water revenues authorized in the  
 Company's most recent rate case and multiplying the resulting QIP period by the number of  
 days the QIP percentage will be in effect, divided by 365 days (366 days in a leap year). It  
 will be listed as a separate line item on the customer bill. The QIP percentage shall be  
 calculated on an annual prospective basis. The QIP Rider charge effective on and after the  
 effective date is:

(R) 0.0%

**ISSUED: June 30, 2023**

**Approved:**

**EFFECTIVE: July 30, 2023**

**ISSUED BY: /s/ Kathryn Nash**

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

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(N) **UNIVERSAL AFFORDABILITY PROGRAM**

(N) **APPLICABLE SERVICE AREA**

(N) Applicable to the entire Service Territory of Kentucky American Water Company.

(N) **APPLICABILITY OF PROGRAM**

(N) Applicable to qualifying Residential customers who meet the criteria based on the Federal Poverty Levels set forth in the Rate Adjustment section of this tariff sheet.

(N) **RATE ADJUSTMENT**

(N) Residential customers whose household income is at 0% to 50% of the Federal Poverty Levels are eligible to receive a 60% discount on the service charge for a 5/8" meter and a 60% discount on the consumption rate.

(N) Residential customers whose household income is at 50% to 100% of the Federal Poverty Levels are eligible to receive a 20% discount on the service charge for a 5/8" meter and a 20% discount on the consumption rate.

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**ISSUED:** June 30, 2023

**Approved:**

**EFFECTIVE:** July 30, 2023

**ISSUED BY:** /s/ Kathryn Nash

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

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(N) **ADVANCED METERING INFRASTRUCTURE (“AMI”) OPT OUT FEE**

(N) **APPLICABLE SERVICE AREA**

(N) Applicable to the entire Service Territory of Kentucky American Water Company.

(N) **APPLICABILITY OF FEE**

(N) Applicable to customers who opt out of having an AMI meter.

(N) **RATE**

(N) A \$28.00 charge will be added to each monthly bill for customers who opt out of having an AMI meter.

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ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502



**APPENDIX**

**Form of New Subdivision Extension Deposit Agreement for Off Site Facilities:**

THIS AGREEMENT, entered into this \_day of \_\_\_\_\_, \_\_\_\_\_ by and between KENTUCKY AMERICAN WATER, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called "COMPANY", and \_\_\_\_\_, hereinafter called "SUBDIVIDER",

**WITNESSETH:**

THAT, WHEREAS, 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 \_\_\_\_\_ 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, SUBDIVIDER desires the extension of the off site 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:** 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 "B" for identification, which main(s) and facilities, if any, are described and located as follows:

**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

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**ISSUED:** June 30, 2023  
**EFFECTIVE:** July 30, 2023

**Approved:**

**ISSUED BY:** /s/ Kathryn Nash  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

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 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:** 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 \_\_\_\_\_, which sum is the presumed cost of installation of said off site main(s) and related facilities, if any, as determined under Section C(4) of Rule 10.3 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 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 the 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 \_\_\_\_\_, 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 beginning 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.

**ISSUED:** June 30, 2023

**Approved:**

**EFFECTIVE:** July 30, 2023

**ISSUED BY:** /s/ Kathryn Nash

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

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**FIFTH:** SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing COMPANY, at such time, a listing of premises claimed to be additional premises; however, failure on the part of 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:** SUBDIVIDER will furnish to COMPANY immediately upon recordation thereof in the office of the \_\_\_\_\_ County Court five (5) copies of the final plat of said subdivision or units thereof as approved by the \_\_\_\_\_ Commission.

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

**EIGHTH:** This Agreement shall be valid and binding on COMPANY only when executed by its President.

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

**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 \_\_\_\_\_.

**ELEVENTH:** This Agreement is entered into pursuant to the legally established Rules and Regulations of 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 duplicate this the day and year first above written.

**WITNESS:**

**KENTUCKY AMERICAN WATER**

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**ISSUED:** June 30, 2023  
**EFFECTIVE:** July 30, 2023

**Approved:**

**ISSUED BY:** /s/ Kathryn Nash  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

\_\_\_\_\_  
By: \_\_\_\_\_  
(Director of Engineering)

\_\_\_\_\_

(Date)

**DEPOSITOR(S):**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_ By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_

(Print or type name)

\_\_\_\_\_

(Title/Position)

**ISSUED:** June 30, 2023

**Approved:**

**EFFECTIVE:** July 30, 2023

**ISSUED BY:** /s/ Kathryn Nash

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

**Form of New Subdivision Extension Deposit Agreement for On Site Facilities:**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between KENTUCKY AMERICAN WATER, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called "COMPANY" and \_\_\_\_\_, hereinafter called "SUBDIVIDER",

**WITNESSETH:**

THAT, WHEREAS, 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 \_\_\_\_\_ 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, 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:** 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 main(s) and facilities, if any, are described and located as follows:

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**ISSUED:**           **June 30, 2023**  
**EFFECTIVE:**      **July 30, 2023**

**Approved:**

**ISSUED BY:**   /s/ Kathryn Nash    
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

**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 date of deposit, SUBDIVIDER shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to 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:** 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 \_\_\_\_\_, which sum is the presumed cost of installation of said on-site mains and related facilities, if any, as determined under Section C(4) of Rule 10.3 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 10.3 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 the 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 \_\_\_\_\_, for each premises served within said subdivision (as said 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.

**ISSUED:** June 30, 2023

**Approved:**

**EFFECTIVE:** July 30, 2023

**ISSUED BY:** /s/ Kathryn Nash

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

**FIFTH:** SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing COMPANY, at such time, a listing of premises claimed to be additional premises; however, failure on the part of 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 or 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 the 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 the 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,

**ISSUED:** June 30, 2023

**Approved:**

**EFFECTIVE:** July 30, 2023

**ISSUED BY:** /s/ Kathryn Nash

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

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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 \_\_\_\_\_ five (5) copies of the final plat of said subdivision as approved by the \_\_\_\_\_.

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

**TENTH:** This Agreement shall be valid and binding on COMPANY only when executed by its Director of Engineering.

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

**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 \_\_\_\_\_.

**THIRTEENTH:** This Agreement is entered into pursuant to the legally established Rules and Regulations of 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 duplicate this the day and year first above written.

WITNESS:

*KENTUCKY AMERICAN WATER*

\_\_\_\_\_  
By: \_\_\_\_\_  
**(Director of Engineering)**

\_\_\_\_\_  
*(Date)*

---

**ISSUED: June 30, 2023**  
**EFFECTIVE: July 30, 2023**

**Approved:**

**ISSUED BY: /s/ Kathryn Nash**  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**



**KENTUCKY-AMERICAN WATER COMPANY**

---

**SUBDIVIDER:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

**WITNESS:**

\_\_\_\_\_ By: \_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Print or type name)*

\_\_\_\_\_  
*(Title/Position)*

---

**ISSUED: June 30, 2023**

**EFFECTIVE: July 30, 2023**

**Approved:**

**ISSUED BY: /s/ Kathryn Nash**

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**APPLICATION FOR SPECIAL CONNECTION**

Account No.	
Contract No.	
WBS Element No.	

This Application, made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_,

hereinafter called the "APPLICANT", to KENTUCKY AMERICAN WATER, a Kentucky corporation located at 2300 Richmond Road, Lexington, Kentucky, 40502, hereinafter called the "WATER COMPANY."

The APPLICANT, upon the terms and conditions hereinafter set forth, hereby applies to the WATER COMPANY for a private service, consisting of the right to connect a service pipe to a \_\_\_\_\_ public water main on \_\_\_\_\_ in Lexington and attach to said service pipe the following fixtures and \_\_\_\_\_ openings:

**One (1) \_\_\_\_\_-inch fire service to \_\_\_\_\_ supply ; one \_\_\_\_\_-inch service line, post indicator and valve with all related fittings to supply a sprinkler system of approximately \_\_\_\_\_ sprinkler heads, covering approximately \_\_\_\_\_ square feet of \_\_\_\_\_ space;**

all of which fixtures and openings to be located within or upon the premise of the APPLICANT abutting the street on which the said main of the WATER COMPANY is located.

In consideration for which privilege the APPLICANT agrees to be bound by all the terms and conditions of this Application and pay the WATER COMPANY for private fire protection service at the schedule of rates in effect from time to time during the rendition of such service.

The further terms and conditions upon which this Application may be accepted by the WATER COMPANY are as follows:

**FIRST:** That this Application and the acceptance thereof by the WATER COMPANY may be subject to the prior approval of the fire department having jurisdiction of the premises to be served.

**SECOND:** That the entire service system on APPLICANT's premises shall be subject to the inspection, test and approval of the WATER COMPANY, and the WATER COMPANY by its representatives, shall have the right to enter the premises of the APPLICANT at any reasonable time for the purpose of making such reasonable inspections as it may deem necessary, and to insure compliance with the terms and conditions of this Application.

**THIRD:** That all pipes and appurtenances shall be constructed and maintained in good condition by and at the expense of the APPLICANT.

**FOURTH:** That a fire line meter or detector device, approved by both the WATER COMPANY and the fire underwriters, will be required on \_\_\_\_\_ the service at a location approved by the WATER COMPANY. Such meter or device shall be installed and maintained by and at the cost and expense of the APPLICANT, but subject to the inspection and approval of the WATER COMPANY. The bypass meter only, used with the detector device, shall be furnished, installed and maintained by the WATER COMPANY at its cost and expense.

**FIFTH:** That a gate valve with the post indicator 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 WATER COMPANY, and shall be furnished, installed and maintained by and at the expense of the APPLICANT, and unless otherwise approved by the WATER COMPANY, said valve shall be installed in a valve pit or vault which shall also be furnished, installed and maintained by and at the expense of the APPLICANT.

**SIXTH:** That all hydrants and other fixtures connected to any private fire protection service system shall be kept closed and sealed, and not \_\_\_\_\_ opened or used except during times of fire or testing. Upon extinguishment of each fire or following each test, the APPLICANT shall immediately close such fixtures and notify the WATER COMPANY so that they may be sealed. Whenever a private fire protection service

**ISSUED: June 30, 2023**  
**EFFECTIVE: July 30, 2023**

**Approved:**

**ISSUED BY: /s/ Kathryn Nash**  
**Kathryn Nash**  
**President**  
**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

system is to be tested, the APPLICANT shall notify the WATER COMPANY at least two business days in advance of such proposed test, requesting approval of the method, day and hour on which it is to be made.

**SEVENTH:** That no antifreeze or any other substance not specifically approved by the Environmental Protection Agency as non-detrimental

to the public water supply, shall be introduced into sprinkling systems or into any pipe, fixture, appurtenance or other portion of the APPLICANT's private fire protection service system.

**EIGHTH:** That the APPLICANT understands and agrees that the extent of the rights of the APPLICANT under this Application is to receive, at

times of fire on said premises, such supply of water as shall then be available and no other or greater quantity. The APPLICANT further acknowledges and agrees the WATER COMPANY shall not be considered in any way or manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise, and the WATER COMPANY 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.

**NINTH:** That this Application does not contemplate uses of fixtures other than those shown on Exhibit A. Any waste of water or use of water

through this connection for purposes other than testing or the extinguishment of fire, shall be deemed a violation of the terms and conditions of this Application and of the rules, regulations and conditions of service of the WATER COMPANY.

**TENTH:** That if private fire hydrants are included as part of this Application, they shall be painted any color other than that adopted by the WATER COMPANY for public fire hydrants.

**ELEVENTH:** That the APPLICANT shall furnish, attach and make a part hereof marked Exhibit A, three (3) complete sets of drawings showing the pipes, pumps, valves, hydrants, sprinkler systems, hose outlets and connections, standpipes, tanks and other openings and appurtenances contemplated in this Application. Such drawings, which shall be stamped "Approved" by the Insurance Services Office or other comparable agency approved by the WATER COMPANY, must also show all other water supply systems and pipelines and appurtenances which are proposed or which may exist on the premises to be served.

**TWELFTH:** That no pipe, fixture or appurtenance connected with the private fire protection service served by this Application shall be connected with any pipe, fixture or appurtenance supplied with water from any other source, unless specifically approved in writing by the WATER COMPANY.

**THIRTEENTH:** That the APPLICANT agrees to obtain in writing in advance the approval of the WATER COMPANY for any change, alteration, addition or deletion contemplated in the pipes, fixtures, openings and appurtenances and uses herein specified. Notwithstanding the approval of the WATER COMPANY, APPLICANT agrees that, except for those facilities which the WATER COMPANY had specifically agreed to provide and maintain, APPLICANT is and will be solely responsible for the design, adequacy, function and maintenance of its private fire protection service system referred to in this Application.

**FOURTEENTH:** That the WATER COMPANY has the right to discontinue or disconnect the service pipe herein applied for, and to terminate service under this Application, after due written notice to the APPLICANT, for failure to pay any bill when due, for failure to supply information to WATER COMPANY about the service system when so requested in writing, for leakage within APPLICANT's system, for violation of any of the terms and conditions of this Application, or for any violation of its rules, regulations and conditions of service; and the WATER COMPANY also has the right to shut off all or any part of its facilities by the WATER COMPANY(1) if a condition dangerous or hazardous to life, physical safety or property exists, (2) upon order by any court, the Public Service Commission or other duly authorized public authority, (3) if fraudulent or unauthorized use of water by APPLICANT is detected, or if the WATER COMPANY's regulating or measuring equipment has been tampered with by the APPLICANT.

**FIFTEENTH:** That upon acceptance of this Application by the WATER COMPANY and the completion of the installation of the service applied for, this Application shall be in full force and effect as a contract and shall continue as such until cancelled by written notice given thirty (30) days in advance by the APPLICANT to the WATER COMPANY, except as otherwise provided in numbered paragraph (14) above.

**SIXTEENTH:** The acceptance of this Application by the WATER COMPANY must be executed by its Director of Engineering before same becomes effective.

**SEVENTEENTH:** If ownership of the property served by the service applied for herein changes, notice thereof shall be given to the WATER COMPANY within thirty (30) days and the new owner shall be identified by name, address and proper person to contact.

---

**ISSUED:**           **June 30, 2023**

**Approved:**

**EFFECTIVE:**   **July 30, 2023**

**ISSUED BY:**   /s/ Kathryn Nash  

**Kathryn Nash**

**President**

**2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY**

**EIGHTEENTH:** That the APPLICANT or his agent is responsible for payment of the deposit for the estimated cost of construction to WATER COMPANY. To the extent there is any refund to be made at the end of the project after all costs are accrued, such refund will be paid to the APPLICANT by check made payable to the APPLICANT. To the extent that any amount is owed to WATER COMPANY at the end of the project after all costs are accrued, payment of such amounts is the responsibility of the APPLICANT. To the extent the APPLICANT owes any of the refunded amount to the contractors, APPLICANT agrees it is responsible for these amounts owed and that WATER COMPANY has no responsibility in that regard.

**IN WITNESS WHEREOF**, the APPLICANT has hereunto signed the day and year:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Signature and Title of APPLICANT or Duly Authorized Representative*

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Chief of Fire Department*

County/City of \_\_\_\_\_

WATER COMPANY hereby accepts the foregoing Application this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
*Witness Signature*

\_\_\_\_\_  
*Director of Engineering*

\_\_\_\_\_  
*Date*

**ISSUED: June 30, 2023**

**Approved:**

**EFFECTIVE: July 30, 2023**

**ISSUED BY: /s/ Kathryn Nash**

**Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502**

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 3**

**Description of Filing Requirement:**

Comparison of Present and Proposed Tariffs in comparative form on the same sheet side by side.

**Response:**

Please see attached.

For electronic version, see KAW\_APP\_EX03\_063023.pdf.

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10

Original Sheet Nos. 1-51  
Cancelling P.S.C KY NO. 9

**KENTUCKY-AMERICAN WATER COMPANY**

2300 Richmond Road  
Lexington, KY 40502

<http://www.amwater.com/kyaw>

RATES – CHARGES – RULES – REGULATIONS

FOR FURNISHING

WATER SERVICE

AT

BOURBON, CLARK, FAYETTE, FRANKLIN, GALLATIN, GRANT, HARRISON,  
JACKSON, JESSAMINE, NICHOLAS, OWEN, SCOTT, WOODFORD, AND ROCKCASTLE  
COUNTIES IN KENTUCKY

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF

KENTUCKY

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9

First Sheet Nos. 1-36, 38-44  
Second Sheet Nos. 45-48  
Fifth Sheet Nos. 37, 49  
Cancelling P.S.C KY NO. 8

**KENTUCKY-AMERICAN WATER COMPANY**

2300 Richmond Road  
Lexington, KY 40502

<http://www.amwater.com/kyaw>

RATES – CHARGES – RULES – REGULATIONS

FOR FURNISHING

WATER SERVICE

AT

BOURBON, CLARK, FAYETTE, FRANKLIN, GALLATIN, GRANT, HARRISON,  
JACKSON, JESSAMINE, NICHOLAS, OWEN, SCOTT, WOODFORD, AND ROCKCASTLE  
COUNTIES IN KENTUCKY

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF

KENTUCKY

ISSUED: March 1, 2023  
EFFECTIVE: March 31, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
Approved: <b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 3/31/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 1

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ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 1

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KENTUCKY-AMERICAN WATER COMPANY RULES AND REGULATIONS FOR WATER SERVICE

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(D)  
(f)

(D) indicates deletion

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

KENTUCKY  
PUBLIC SERVICE COMMISSION

Gwen R. Pinson  
Executive Director



EFFECTIVE  
**6/28/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

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KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
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(N) indicates new rate or requirement

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

Approved:


ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502  
Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

Approved:

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE  
6/28/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



1. DEFINITIONS APPLICABLE TO RULES & REGULATIONS

- 1.1 "Commission" means the Kentucky Public Service Commission.
- 1.2 "Company" shall mean the Kentucky-American Water Company acting through its officers, managers, or other duly authorized employees or agents.
- 1.3 "Customer" shall mean any person, firm, corporation, entity or municipality supplied with water service by Kentucky-American Water Company pursuant to these Rules and Regulations.
- 1.4 "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.
- 1.5 "Residential" – Sales to single premise residences, or to multiple premises residences where each premises is served through a single Meter. Sprinkler services added to existing premises coded as residential would also be coded as residential. For premises served through a single Meter with multiple owners, where usage is primary for residential purposes, and the water is billed to a homeowner association such as a condominium complex they will be classified as residential and charged the residential rate.
- 1.6 "Commercial" – Sales to multiple premises residences served through a single Meter or battery of Meters. This would include two (or more) family houses and apartment houses. Sales to private schools, colleges, hospitals, churches and other private educational, cultural, social or religious organizations. Sales to business or manufacturing establishments where the water is not used principally in manufacturing or processing functions. This would include commercial offices of public utilities. Examples under this category are: stores, laundries, cleaners, shoe repair and other service establishments, garages and service stations, office buildings, sales offices or manufacturing or processing establishments, retail florists, theaters, bowling alleys, swim clubs, golf courses, manufacturing or processing establishment where water is used principally for sanitary purposes, barber shops. Water used for irrigation for agricultural purposes would normally be coded as commercial. Sprinkler services added to existing premises coded as commercial or industrial would also be coded as commercial.
- 1.7 "Industrial" – Sales to manufacturing of processing establishments where the water is used principally in manufacturing or processing function. This would include public or private utility plants using water for steam generation, power production, etc.

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

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ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*

**Approved:**

<b>KENTUCKY  PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE</b> <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 4

- 1.8 Other Public Authority or "OPA" – Sales to municipal, county, state or federal agencies (other than the sales of water for resale). Examples under this category are: city buildings, public schools, public housing developments, libraries and hospitals, fire stations, county, state and federal buildings and agencies.
- 1.9 Sales for Resale or "Resale" – Sales to private or public water utilities where the water is to be resold to customers of the utilities.
- 1.10 "Meter" means a device which measures and records the quantity of water supplied to a Customer.
- 1.11 "Company Service Line" means that portion of the water service line and appurtenances from the main to the Customer Service Line that is paid for and/or owned by the Company.
- 1.12 "Customer Service Line" means that portion of the water service line and appurtenances from the Customer's Premises to the Company Service Line, which is paid for and/or owned by the Customer. When the Meter is outside the Premises, the Customer Service Line is from the Meter pit to the Premises. When the Meter is inside the Premises, the Customer Service Line is from the stop box to the Premises.
- 1.13 "Premises" as contemplated in these Rules, shall mean and include:
  - 1.13.1 A building under one roof and occupied as one business or residence; or
  - 1.13.2 A combination of buildings owned or leased by one party in one common enclosure or a single tract of land not crossed by public streets, roads, or ways, and occupied by one family or business; or
  - 1.13.3 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
  - 1.13.4 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
  - 1.13.5 each residential or business single occupancy unit, served through one street service connection in a building which is not a premise otherwise defined in these Rules.
  - 1.13.6 any other location at which the Company provides metered service to a Customer in

ISSUED: June 30, 2023 Approved:  
EFFECTIVE: July 30, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 4


- 1.8 Other Public Authority or "OPA" – Sales to municipal, county, state or federal agencies (other than the sales of water for resale). Examples under this category are: city buildings, public schools, public housing developments, libraries and hospitals, fire stations, county, state and federal buildings and agencies.
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ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019

Approved:

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 5

accordance with these Rules regardless of whether there is a structure or building at that exact location.

- 1.14 "Fire Service Connection" is one to which is attached fixtures from which water is taken only for the extinguishment of fire.
- 1.15 "Public Fire Hydrant" - All public fire hydrants contracted for or ordered by Urban County, Municipality, County, State or Federal Agencies or Institutions. These must be located on or immediately adjacent to public right-of-way.
- 1.16 "Private Fire Hydrant" - All hydrants contracted for or by private entities on private property for the use of that entity or on private right-of-way. Also for public agencies for hydrants not located on public right-of-way.
- 1.17 "New Private Fire Hydrant Service" is available to areas before such time as a unit of government shall agree to pay public fire protection charges thereon in accordance with Rule 11 herein.
- 1.18 "Private Fire Service" - All private and public fire protection service lines with hose connections or sprinkler systems charged by line size.
- 1.19 "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.
- 1.20 "Rate" means the Company's Schedules of Rates and Tariffs then in effect.
- 1.21 "Rules" or "Rule" means these Company Rules and Regulations applicable to water service.

2. SERVICE & APPLICATIONS

2.1 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 will be bound thereby. The Rules and Regulations and Service Classifications contained in this tariff apply in the service territory of Kentucky-American

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Approved:

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Kathryn Nash  
President  
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KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 5

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

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

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
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Water Company.

- (b) Except fire and some special connection services, all service will be rendered on a Meter basis. Residential, commercial, industrial and OPA service are only regularly available for single Premises as "Premises" is defined in these Rules.

2.2 Requests for Water Service

- (a) All persons, entities, firms, corporations or OPA's desiring water service, must request service from the Company in a manner prescribed by the Company, setting forth all purposes for which water will be used at the Premises for which service is requested. All information provided by the Customer must be true, accurate and kept up to date.
- (b) Any change in the identity of the Customer at a Premises will require a new request for water service and the Company may, after reasonable notice, discontinue the water supply until such new request has been made and accepted.
- (c) A Customer who has requested service and been accepted by the Company, shall be held liable for all water service furnished to the Premises until such time as the Customer properly notifies the Company to discontinue the service for his/her account at the Premises.
- (d) An activation fee will be charged in accordance with the Company's Tariff.
- (e) No Customer receiving water service from the Company will be permitted to use water for any other purpose than that for which they shall have requested and the Company shall have approved.
- (f) The Company may refuse service to a Customer with an outstanding, unpaid balance due until the Customer pays the balance due.

2.3 Special Arrangements for Water Service

- (a) Water for building or construction purposes must be specially applied for.
- (b) Connections for private fire service and private fire hydrant service must be specially applied for.
- (c) Water for transient or temporary purposes must be specially applied for.

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KENTUCKY-AMERICAN WATER COMPANY

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Original Sheet No. 7

3. BILLING, ABATEMENTS & REFUNDS

3.1 Abatements and Refunds

Abatement shall be made for leaks in service pipes or fixtures belonging to the Customer in accordance to Tariff.

3.2 Meter 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. Meter testing shall be conducted in accordance with the then-applicable Rules.
- (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 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 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. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using the data as elapsed time since the last meter test, if applicable, and historical usage data for the customer. If that data is not available, the average usage of a similar class of customers shall be used for comparison purposes in calculating the time period. (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. If the period during which the error existed cannot be determined with reasonable precision, the time period shall be estimated using the data as elapsed time since the last meter test, if applicable, and historical usage data for the customer. If that data is not available, the average usage of a similar class of customers shall be used for

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KENTUCKY-AMERICAN WATER COMPANY

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comparison purposes in calculating the time period. The Company will limit the period of recovery for under-billing to only the most recent twelve (12) months of under-billing, even if the under-billing occurred for a longer period.

- (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 Company shall be that percentage of error as determined by the test; i.e., it is the duty of the Company to maintain the accuracy of its measuring device as nearly one hundred percent (100%) as is commercially practicable. Therefore, percent error shall be that difference between one hundred percent (100%) and that amount of error as indicated by the test.
- (f) The burden of maintaining measuring equipment so that it will register accurately is upon the Company; 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 (12) months, the refund shall be 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.

3.3 Terms and Conditions of Billing and Payment

- (a) All fire service charges shall be payable monthly in arrears.
- (b) Bills for water service by Meter will be rendered monthly with ending dates as may be determined by the Company.
- (c) Bills for private fire hydrants shall be payable monthly in advance, except that the charges for private fire hydrant service shall be payable as set forth in Rule 11.
- (d) Special charges shall be payable upon demand.
- (e) All bills for water and service are due and payable when rendered and are considered delinquent if not paid in accordance with Tariff and Commission regulations. Failure to pay will render the Customer subject to disconnection and subject to payment of reconnection in Tariff. If any bill for water service is not paid in accordance with Tariff, the service may be discontinued in accordance with Rule 4, Disconnecting & Reconnecting Service.
- (f) Customers are responsible for furnishing the Company with their correct billing

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addresses (email or postal address). 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.

- (g) All bills will be sent to the billing address (email or postal address) provided when requesting water service unless the Company is notified in writing by the Customer of any change of billing address.
- (h) The Company will not be bound by bills rendered under mistake of fact as to the quantity of service rendered.
- (i) The use of water by the same Customer in different Premises or localities will not be combined.
- (j) If for any reason service is discontinued before the expiration of twenty-five (25) days from commencement of service, a bill for a prorated portion of the minimum service charge for the month will be rendered.
- (k) Residential Customers may elect to participate in a monthly budget billing payment plan. Under such a plan, Customers shall pay a fixed monthly amount determined by the Company based on historical or estimated usage. A Customer may enroll in such a plan at any time by contacting the Company. The Company will issue bills so as to bring each customer's account current once each 12-month period or through a series of levelized adjustments on a monthly basis if usage indicates that the account will not be current upon payment of the last monthly budget amount. If a Customer fails to pay bills as required under the plan, the Company reserves the right to remove the Customer from the plan, restore the customer to regular billing, and require immediate payment of any deficiency.

4. DISCONNECTING AND RECONNECTING SERVICE

4.1 Discontinuance of Water Service

- (a) Water service will be discontinued to any Premises on account of temporary vacancy upon 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 and Rules of the Company.
- (b) The Company shall discontinue the Customer's service for violation of any Rule or for non-payment of bills upon providing the Customer with at least ten (10) days written notice

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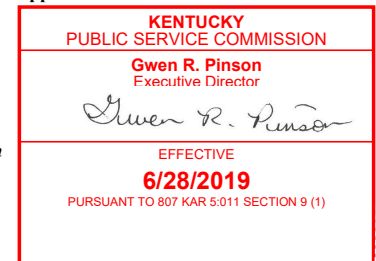
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- i. For willful or indifferent waste of water due to any cause which adversely affects either water service to other Customers or the Company's utility operation.
- ii. For failure to protect from injury or damage the Meter and connections, or for failure to protect and maintain the service pipe or fixtures on the property of the Customer, in a condition satisfactory to the Company.
- iii. For interfering or tampering by the Customer, or others with the knowledge of the Customer, with any Meter, connection, service pipe, curb stop, seal or any other appliance of the Company controlling or regulating the Customer's water supply.
- iv. For failure to provide the Company's employees free and reasonable access to the Premises 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).
- v. 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 at the Premise accruing under these Rates and Rules. Discontinuation of service for non-payment on an account shall only be made at the Premise associated with that Account and will not occur for other accounts held by the same Customer that are current in payments unless the Customer has requested multiple accounts or premises be combined for billing purposes.

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KENTUCKY-AMERICAN WATER COMPANY

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- vi. In case of vacancy of the premises.
- vii. 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.

(c) In cases where plumbing has been installed prior to adoption of and not in accordance with these Rules, and where water is being taken through a single service pipe to supply two or more Premises, the party making application shall be responsible for all water bills and other legitimate charges. Any violation of the Company Rules 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, to be provided by and at the expense of the

Company.

- (d) Discontinuing the supply of water to a Premises for any such 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.

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

4.3 Reconnection Charge

When it has been necessary to discontinue water service to any Premises because of a violation of the Rules or on account of non-payment of any bill, a charge will be made to cover the expense 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, must be paid before the water will be reconnected.

5. COMPLAINTS

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Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 11

- vi. In case of vacancy of the premises.
- vii. 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.

(c) In cases where plumbing has been installed prior to adoption of and not in accordance with these Rules, and where water is being taken through a single service pipe to supply two or more Premises, the party making application shall be responsible for all water bills and other legitimate charges. Any violation of the Company Rules 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, to be provided by and at the expense of the

Company.

- (d) Discontinuing the supply of water to a Premises for any such 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.

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

4.3 Reconnection Charge

When it has been necessary to discontinue water service to any Premises because of a violation of the Rules or on account of non-payment of any bill, a charge will be made to cover the expense 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, must be paid before the water will be reconnected.


5. COMPLAINTS

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

Approved:

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

<b>EFFECTIVE</b> <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 12

5.1 Customer Complaints

Any complaint against the service or employees of the Company may be made at the office of the Company or by telephone, mail or email. The Company will handle all Complaints in accordance with regulatory requirements.

6. METERS, TESTING AND ACCURACY

6.1 Meters

- (a) Water will be sold by Meter measurement only.
- (T) (b) All Meters, except private detector devices and/or private service line Meters, will be installed, maintained and replaced 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 accident or misuse or purposeful actions) the Customer shall pay to the Company the cost of its repair on presentation of bill therefore.
- (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) Each Premise shall be supplied through an independent Meter setting.
- (e) If more than one Meter setting is installed upon a Customer's Premise, the usage of all Meters on a Premise may be combined for billing purposes if so requested by the Customer. Combined billing will be continued as long as the Premises criteria is met.
- (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.
- (g) The Company shall make any test of any Meter upon written request of the Customer if the request is not made more frequently than once each twelve (12) months. The Customer shall be given the opportunity to be present at the requested test. The Customer may be billed the actual cost of making the test, but 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 Customer.

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

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First Sheet No. 12

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6.1 Meters


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- (b) All Meters, except detector devices and/or fire service line Meters, will be installed, maintained and replaced 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 accident or misuse or purposeful actions) the Customer shall pay to the Company the cost of its repair on presentation of bill therefore.
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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

<b>EFFECTIVE 6/28/2019</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 13

- (h) The Company reserves the right to put seals on any water Meter, or on couplings in and for any premises, and may shut off the supply if such seals are found broken or removed.
- (i) Once any Meter has been placed, any change in location requested by the Customer will be done by the Company, at the expense of the Customer, if the location is acceptable pursuant to 6.1(k).
- (j) Monitoring of Customer usage shall be in compliance with the then-applicable Rules and Regulations. The Company monitors Customer usage on a monthly basis through its collection of usage information. Upon the collection of that information, the Company compares usage for a particular month with a Customer's historical usage. To the extent the current month's usage shows an unusual deviation from historical usage, the Company will notify the Customer and take steps to determine the reason for the unusual deviation.
- (k) Meters may be located either in an outdoor Meter box or vault, at the option of the Company. The location of the Meter must be acceptable to the Company and allow for the Meter to be easily examined, tested, repaired, read, removed or replaced. The Meter box or vault shall be located in a convenient and readily accessible location acceptable to the Company. The Meter box or vault must be constructed to protect the Meter from freezing and damage by vehicular traffic, and its location and design shall prevent, as far as possible, the inflow of surface water. After a Meter is installed by the Company, a Customer shall not tamper with, alter, repair or remove the Meter or allow anyone other than the Company to do so. Any plumbing, piping, grading or structural modification which could result in the relocation of the Meter or impact accessibility must first be approved by the Company.

6.2 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) Determination of Accuracy. No new, rebuilt or repaired meter shall be placed in service if it registers outside the parameters established in the then-applicable Rules and Regulations.
- (c) 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.

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EFFECTIVE: July 30, 2023

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KENTUCKY-AMERICAN WATER COMPANY

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2300 Richmond Road, Lexington, KY 40502

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 14

7. PROTECTION OF PUBLIC WATER SYSTEM

7.1 Intercepting and Storage Tanks

- (a) Customer Service Lines shall not be connected to the suction side of pumps, unless approved by the Company. Customers who require a large quantity of water within a short period of time must have intercepting or intermediate storage tanks, pump discharge control valves, or other controls approved by the Company.
- (b) The inlet connection for the tanks attached directly or indirectly to the Customer Service Line shall discharge at a point no less than two (2) times the diameter of the inlet pipe above the overflow of such tanks and must be approved by the Company.

7.2 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. A vacuum valve should be installed, in accordance to applicable plumbing requirements, 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.
- (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.

7.3 Plumbing Work Must Be Approved by Company

All plumbing work done in connection with pipe and fixtures connected with the Company's mains shall be submitted for the approval of the Company before such work is covered up. Whenever the Company determines that plumbing work is defective, the Company may require it be corrected before the water will be turned on.

7.4 Cross-Connections

- (a) No cross-connection will be permitted unless an acceptable form of protection against contamination by backflow into the water distribution system is provided by a testable backflow prevention assembly. Acceptable forms of protection must comply with all applicable state and local requirements and approved by the Company. The required protective device or system shall be provided, installed and maintained by the Customer in good working condition, at the

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Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
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2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 14

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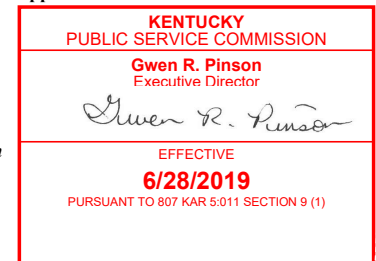
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KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 15

(N)  
(N)  
(N)  
(N)

Customer's expense, and shall be subject to testing and approval of the Company before being placed in service, and at such times thereafter as may be deemed necessary by the Company. The Customer shall be responsible for the entire expense of such testing, including, but not limited to, expenses and fees a third party may charge for performing the testing and submitting the test results to the Company electronically or otherwise.

- (b) Any cross-connection existing which is in violation of these Rules shall be immediately removed or corrected. Failure of the Customer to do so may result in immediate termination of water service in accordance with Rule 4.

8. RIGHTS AND RESPONSIBILITIES

8.1 Customers Requiring Uninterrupted Supply

- (a) The Company will endeavor to give reasonable service but does not guarantee a sufficient or consistent pressure or an absolutely 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.

8.2 Interruptions in Water Supply

- (a) The Company reserves the right at any time to shut off the water in the Mains without notice in case of accident or emergency, or for the purpose of making connections, extensions, improvements, alterations, repairs, changes, or for other proper business reasons, and may restrict the use of water to reserve a sufficient supply in its reservoirs for fire protection or other emergencies whenever the public welfare may so require in accordance with Commission Rules. Notwithstanding any other provision in these Rules or any contract or agreement between the Company and any Customer, when, in the judgment of the Company, sufficient supplies of water are not available to the Company, for any reason, to meet all existing and reasonably anticipated demands for service or to preserve and replenish its storage in amounts sufficient to provide fire protection on its system, the Company shall have the right to restrict, limit, curtail or interrupt water service to or water usage by any Customer or Customers.
- (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.

ISSUED: June 30, 2023  
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Approved:

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KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 15

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KENTUCKY  
PUBLIC SERVICE COMMISSION  
Gwen R. Pinson  
Executive Director  
*Gwen R. Pinson*  
EFFECTIVE  
6/28/2019  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 16

8.3 Liability of Company

- (a) The Company shall not in any way or under any circumstances be held liable or responsible to any person or persons for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water, due to any cause whatsoever. The Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in the service, but it cannot and does not guarantee that such will not occur.
- (b) The Company will make every effort to maintain a pressure on the distribution system that is required for reasonable service and is compliant with federal and state requirements, but it does not guarantee to furnish at all times any given quantity for fire uses or for general purposes.
- (c) The Company shall not be responsible for accidents or damages to boilers, hot water tanks, etc., resulting from the discontinuance of service, nor by reason of the breaking of any main, water pipe, fixture or appliance whether owned by the company or Customer, and no person shall be entitled to damages nor have any portion of a payment refunded for any interruption of service. The Company will exercise every care in this matter, and in the event of the necessity of turning off water, every reasonable effort will be made to notify the Customer.
- (d) The Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. The Company agrees to furnish such supply of water as shall then be available and not other or greater, 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.

8.4 Meters

No person shall turn the water on or off at any street valve, Company stop, curb stop or other street connection, or at meter setting or meter vault, or disconnect, remove or bypass any meter without the consent of the Company. The Company has the right to prosecute for any damage resulting from any unauthorized tampering with Company property.

8.4 Electrical Ground

No electric wires shall be grounded on the mains of the Company or on any Company Service Lines or pipes or fixtures of any kind which have a metallic connection with the mains of the Company. The Company has the right to prosecute for any damage resulting violation of this Rule.

8.5 Limitations on Resale of Water

ISSUED: **June 30, 2023** Approved:  
EFFECTIVE: **July 30, 2023**

ISSUED BY: /s/ Kathryn Nash  
**Kathryn Nash**  
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KENTUCKY-AMERICAN WATER COMPANY

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First Sheet No. 16

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ISSUED BY: /s/ Nick O. Rowe  
**Nick O. Rowe**  
President  
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Approved:

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director



**EFFECTIVE  
6/28/2019**

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

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 17

Water furnished to any customer, except for a customer classified as a "Sales for Resale" customer, is for the customer's use only and such water shall not be resold by the customer to any other person, firm, or corporation on the customer's premises or for use on any other premise. This restriction, however, does not preclude a customer from allocating the Company's billing to the customer to any other person, firm, or corporation provided the sum of such allocations does not exceed the Company's billing.

9. CUSTOMER AND COMPANY SERVICE LINES

9.1 Company Service Lines

- (a) Subject to Rule 10 on Main extensions and subject to the terms of any applicable Main extension agreement, the Company will install a Company Service Line provided that it is required for the immediate and continuous supply of water in order to furnish general water service, and that the Premise to be served abuts a street, highway or right-of-way in which a Main is located.
- (b) The Customer shall install the Customer Service Line to a point approved by an authorized employee of the Company, after which the Company will have the Company Service Line installed from the Main to the Customer Service Line upon payment by the Customer of the tap fee. Where the Company Service Line is already installed, the Customer Service Line shall be connected to the Company Service Line at a point approved by an authorized employee of the Company.
- (c) The Company Service Line shall be sized, furnished, installed, owned and maintained only by the Company and shall remain under its sole control. Only the Company may make connections to its Mains. Nothing may be attached to the Company Service Line except a Customer Service Line. The connection to the Company Service Line must be made by an authorized employee or agent of the Company, or a licensed plumber.

9.2 Customer Service Lines

- (a) The Company will specify the location of the connection to the Customer Service Line. The Customer Service Line shall be installed, maintained, and/or owned by the Customer, at the Customer's expense and risk. The Customer Service Lines shall be installed in accordance with applicable plumbing requirements.
- (b) Each Premise shall be served by no more than one Customer Service Line unless otherwise approved by the Company. Customer Service Lines supplying the Premises shall not pass through or across any other Premises. No water pipes or plumbing in any Premises shall be extended from

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9. CUSTOMER AND COMPANY SERVICE LINES

9.1 Company Service Lines

- (a) Subject to Rule 10 on Main extensions and subject to the terms of any applicable Main extension agreement, the Company will install a Company Service Line provided that it is required for the immediate and continuous supply of water in order to furnish general water service, and that the Premise to be served abuts a street, highway or right-of-way in which a Main is located.
- (b) The Customer shall install the Customer Service Line to a point approved by an authorized employee of the Company, after which the Company will have the Company Service Line installed from the Main to the Customer Service Line upon payment by the Customer of the tap fee. Where the Company Service Line is already installed, the Customer Service Line shall be connected to the Company Service Line at a point approved by an authorized employee of the Company.
- (c) The Company Service Line shall be sized, furnished, installed, owned and maintained only by the Company and shall remain under its sole control. Only the Company may make connections to its Mains. Nothing may be attached to the Company Service Line except a Customer Service Line. The connection to the Company Service Line must be made by an authorized employee or agent of the Company, or a licensed plumber.

9.2 Customer Service Lines

- (a) The Company will specify the location of the connection to the Customer Service Line. The Customer Service Line shall be installed, maintained, and/or owned by the Customer, at the Customer's expense and risk. The Customer Service Lines shall be installed in accordance with applicable plumbing requirements.
- (b) Each Premise shall be served by no more than one Customer Service Line unless otherwise approved by the Company. Customer Service Lines supplying the Premises shall not pass through or across any other Premises. No water pipes or plumbing in any Premises shall be extended from

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Case No. 2018-00358 dated June 27, 2019

Approved:

KENTUCKY  
PUBLIC SERVICE COMMISSION

Gwen R. Pinson  
Executive Director



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

there to any other Premises.

When a Customer Service Line is relocated at the Customer's request, or when no associated relocation of the Company's Service Lines or other infrastructure is occurring, the Customer shall be responsible for the cost of such relocation. In instances where a Customer Service Line is required to be relocated due to roadway construction or other causes not within Company control, and the Company's Service Lines or other infrastructure is also being relocated, the Customer shall not be responsible for the cost of such relocation unless the Customer requests a specific location different than that specified by the Company.

A Customer's Service Line which is irregularly located because there was no Main abutting the Premises at the time such Customer Service Line was installed shall, at the Customer's expense, be relocated and connected to a new Company Service Line on the Main abutting the Premises when it becomes necessary for such Customer Service Line to be repaired or replaced.

- (c) A Customer, occupant, owner, or any agent thereof is not authorized to attach the Customer Service Line to Company property or shut the water line on or off. If a Customer, occupant, owner, or any agent thereof does so, and in making an attachment or in shutting off or turning on water does not properly replace the curb box cap or Meter lid, or damages the curb stop, curb box, copper setter, or other property of the Company, repairs shall be made only by the Company, but at the Customer's expense. If a Customer, occupant, owner, or any agent thereof takes any unauthorized action described therein, the Company shall not be liable for any personal and property damage caused to Customer's property.
- (d) The Customer Service Line and all connections and fixtures attached thereto shall be subject to the approval of the Company before water will be turned on. All Premises receiving a supply of water and all Company Service Lines and Meters and appurtenances, including any and all fixtures within the Premises, shall at all reasonable hours be subject to inspection by any duly authorized employee or agent of the Company.
- (e) Only an authorized agent of the Company may turn water on and off in the meter box. In case of emergencies, licensed plumbers may turn water on and off if a shut off valve is not available in the Premise and must notify Company within 24 hours of doing so.

10. WATER MAIN EXTENSIONS

10.1 General Main Extensions Rules

- (a) In estimating the cost of an extension, the estimate shall be based on the diameter of the pipe to be

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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.

- (b) No interest will be paid by the Company on the Applicant's payment or on any balances not refunded. At the expiration of said ten-year period, the refund account will be closed, and no further refunds will be made.
- (c) Extensions made under this Rule shall be and remain the property of the Company.
- (d) The Company reserves the right to further extend its water mains from and beyond the end 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 connecting of Customers to any further extension of mains installed.
- (e) In determining the length of main extensions 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 or to the edge of subdivision property, including common area.

10.2 Main Extensions for Other than in New Subdivisions

- (a) For Free Extensions, the Company will, upon written request for Residential service by a prospective Residential Customer or 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) For Extension Above Limit, 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 cost of the free extension specified herein, such an extension will be made under the following conditions: the Company shall 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 end within a period of ten

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KENTUCKY-AMERICAN WATER COMPANY

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- (b) For Extension Above Limit, 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 cost of the free extension specified herein, such an extension will be made under the following conditions: the Company shall 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 end within a period of ten

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(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) The free extension or refund amount shall not be reduced below that applicable to fifty (50) feet of main per Customer. A prospective Customer is one who will connect to such main extension within the refund period after the date the water is turned on in 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 refund period.

10.3 Main Extensions for New Subdivision

(a) Definitions

- i. 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 local planning and zoning authority, and in which the owner thereof has the right, under the rules of said Authority, to construct streets, sidewalks, curbs and other improvements.
- ii. 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 footage 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 hundred feet, the total number of lots in the subdivision shall be determined by dividing the total frontage of all the lots in the subdivision by one hundred feet.
- iii. 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 local planning and zoning authority.
- iv. 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

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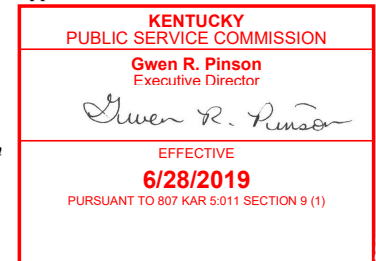
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the preliminary (or final, if applicable) plat of said subdivision as approved by the local planning and zoning authority, in order to deliver an adequate supply of water from existing mains of Company to such new subdivision.

- v. The term "current estimated cost" as used herein shall mean that sum determined by Company as the estimated cost of installing one foot of water main, together with that sum determined by Company as the estimated cost of installing each type of appurtenant related facility based upon current materials costs, bids received, and other current project data. 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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- (b) 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.
- (c) 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 the Appendix, and/or a "New Subdivision Extension Deposit

Agreement for On Site Facilities" as hereinafter set forth in the Appendix, which Agreements shall be entered into upon the following basis:

- i. 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.
- ii. 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

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- v. The term "current estimated cost" as used herein shall mean that sum determined by Company as the estimated cost of installing one foot of water main, together with that sum determined by Company as the estimated 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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the entire subdivision considered as a whole for the purpose of making deposits and receiving refunds for off-site facilities under Company Rule No. 10. In such event, owners shall furnish Company 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 four (4) copies of a preliminary or final plat of the subdivision or units thereof, duly approved by the Local planning and zoning authority, 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 deemed necessary and upon delivery to Company by the owner of such subdivision, any other information requested by the Company.

- iii. Separate Extension Deposit Agreements, in the form provided in the Appendix, shall be entered into by the owner of the subdivision 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.
- iv. 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 thereto 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

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- iii. Separate Extension Deposit Agreements, in the form provided in the Appendix, shall be entered into by the owner of the subdivision 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.
- iv. 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 thereto 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

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- 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.
- v. 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, and (2) (a) the presumed cost of ten (10) feet of off-site 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 initial 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 the Appendix of these Rules.
  - vi. For each Premises served for which a street service connection shall be directly attached to such main extension between its original beginning or 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 (c) vi above for that part of the new subdivision then to be developed, by the total number of lots,

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- 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.
- v. 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, and (2) (a) the presumed cost of ten (10) feet of off-site 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 initial 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 the Appendix of these Rules.
  - vi. For each Premises served for which a street service connection shall be directly attached to such main extension between its original beginning or 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 (c) vi above for that part of the new subdivision then to be developed, by the total number of lots,

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Approved:

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Nick O. Rowe  
President  
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Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

<b>EFFECTIVE 6/28/2019</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
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determined as provided in Section (a) ii 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.

- b. For off-site facilities, the quotient obtained by dividing the deposit for off-site facilities, determined as provided in Section (c) iv 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 (c) ii above.
- vii. 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 local planning and zoning authority and recorded in the Office of the County Clerk. 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 Authority or as recorded in the office of said Clerk, whether such changes are made with or without the consent of said subdivider, and in the 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 all other expenses or costs relating 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.

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- b. For off-site facilities, the quotient obtained by dividing the deposit for off-site facilities, determined as provided in Section (c) iv 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 (c) ii above.
- vii. 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 local planning and zoning authority and recorded in the Office of the County Clerk. 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 Authority or as recorded in the office of said Clerk, whether such changes are made with or without the consent of said subdivider, and in the 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 all other expenses or costs relating 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.

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(d) Company shall, upon written request of any owner of a new subdivision, with who a contract has been entered into under these Rules, made within thirty (30) days after effective date of these Rules, re-execute such agreements under terms of these Rules.

11. PUBLIC AND PRIVATE FIRE SERVICE

11.1 Application for Private Fire Service

- (a) The extent of the rights of the Customer for private fire service is to receive, but only at times of fire at the Premises served by the private fire service, such supply of water as shall then be available. The 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) The applicant or its agent shall complete an "Application for Special Connection," which is available at the Company's offices. 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," and then only after such application has been submitted by the Customer and approved in writing by the Company and the applicable Fire Department.
- (c) A gate valve with post indicator 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 and post indicator shall be furnished, installed and maintained by the Company at the expense of the Customer, and unless otherwise approved by the Company, said valve shall be installed which shall be furnished, installed and maintained 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 service connection from the main to the post indicator valve as described in Section 11.1 (c) will be furnished, installed, owned and maintained by the Company 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 time 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 testing of the system and the extinguishment of 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

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KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
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- (b) The applicant or its agent shall complete an "Application for Special Connection," which is available at the Company's offices. 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," and then only after such application has been submitted by the Customer and approved in writing by the Company and the applicable Fire Department.
- (c) A gate valve with post indicator 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 and post indicator shall be furnished, installed and maintained by the Company at the expense of the Customer, and unless otherwise approved by the Company, said valve shall be installed which shall be furnished, installed and maintained 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 service connection from the main to the post indicator valve as described in Section 11.1 (c) will be furnished, installed, owned and maintained by the Company 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 time 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 testing of the system and the extinguishment of fires, and the use of water from such a connection for any other purpose is absolutely forbidden.
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<b>Gwen R. Pinson</b> Executive Director

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KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
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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 an approved 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 private fire meter or private 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.
- (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. An industry approved backflow prevention device reviewed by the Company must be installed on private fire service connections and such device must be tested annually thereafter.
- (j) 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 accessible and available in a safe manner to the Company at all times.
- (k) The Company shall determine the size and location of any connections made to its mains for private fire service.
- (l) 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.
- (m) 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.
- (n) All applications for private fire protection shall be subject to the written approval of the applicable Fire Department. It is the Customer's responsibility to obtain this approval.
- (o) All subsequent owners of the property containing private fire service, assume all responsibilities under the original Application for Special Connection.

11.2 Terms and Conditions for New Private Fire Hydrant Service

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Kathryn Nash  
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KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 26

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Nick O. Rowe  
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Approved:

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<b>Gwen R. Pinson</b> Executive Director

<b>EFFECTIVE 6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



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KENTUCKY-AMERICAN WATER COMPANY

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- (a) Applicants and Customers subject to this tariff are also subject to Rule 11.1(a), (b), and (f), which are incorporated by reference as if set forth herein.
- (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 of three years' private service rate in Service Classification No. 4 for each private fire hydrant by the applicant will be required at the time the contract is signed for private fire hydrant service.
- (d) Water used for extinguishing fires will not be charged. Prompt notice of hydrant use is to be given to the Company in order that the installation may be inspected.
- (e) Except for hydrants owned by private entities as set forth in their contract with the Company, title to the service connection and hydrant shall, upon completion of construction, become vested in the Company, which thereafter shall assume responsibility for maintenance. Regardless of ownership, all parts and appurtenances shall be accessible and available to the Company at all times.
- (f) 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.
- (g) After expiration of the initial three-year advance payment of the private service rate by the applicant, the applicant will continue to be responsible for charges for this service. The applicant may request the Company's consent to transfer responsibility for the private service rate to an entity in good standing in the state in which the entity was organized. Any such request must be approved by the applicant, the entity to which the responsibility is being transferred, and the Company in order to be effective.
- (h) Failure to pay the private service rate shall be sufficient cause for discontinuance of water service after reasonable notice by the Company.
- (i) The private service rate shall continue in effect until such time as a unit of government shall agree to pay public fire protection charges thereon.

11.3 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 or County shall notify the Company after it has opened any hydrant.

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KENTUCKY-AMERICAN WATER COMPANY

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- (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.
- (g) In the event that the City or County shall order in writing 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.
- (h) Where pipe line installations are required to carry out a written order of the City or County 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 or County orders in writing 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. 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, 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 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 end with a period of ten (10) years from the making of such extension, refund an amount equal to three (3) times the estimated revenue of the new Customer, but at no time shall the aggregate refund made exceed the original deposit.

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- (g) In the event that the City or County shall order in writing 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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12. SERVICE CLASSIFICATIONS AND TARIFFS/RATES/FEEES

CLASSIFICATION OF SERVICE  
SERVICE CLASSIFICATION NO. 1

Applicable

Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

Availability of Service

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;

	<u>Customer Category</u>	<u>Rate Per 1,000 Gallons All consumption</u>	<u>Rate Per 100 Gallons All Consumption</u>
(i)	Residential	\$7.8249	\$0.78249
(i)	Commercial	7.0760	0.70760
(i)	Industrial	5.8505	0.58505
(i)	Municipal & Other		
	Public Authority	6.5179	0.65179
(i)	Sales for Resale	5.7566	0.57566

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.

	<u>Size of Meter</u>	<u>Service Charge Per Month</u>
(i)	5/8"	\$ 20.00
(i)	3/4"	29.80
(i)	1"	49.60
(i)	1-1/2"	99.40
(i)	2"	158.90
(i)	3"	297.90
(i)	4"	496.60
(i)	6"	993.10
(i)	8"	1,589.00

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Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 29

12. SERVICE CLASSIFICATIONS AND TARIFFS/RATES/FEEES

CLASSIFICATION OF SERVICE  
SERVICE CLASSIFICATION NO. 1

Applicable

Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

Availability of Service

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;

	<u>Customer Category</u>	<u>Rate Per 1,000 Gallons All consumption</u>	<u>Rate Per 100 Gallons All Consumption</u>
(i)	Residential	\$5.7570	\$0.57570
(i)	Commercial	5.2066	0.52066
(i)	Industrial	4.3050	0.43050
(i)	Municipal & Other		
(i)	Public Authority	4.7960	0.47960
(i)	Sales for Resale	4.2360	0.42360

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.

	<u>Size of Meter</u>	<u>Residential Service Charge Per Month</u>	<u>All Classes Service Charge Per Month</u>
(i)	5/8"	\$12.49 (D)	\$ 15.00 (i)
(i)	3/4"	18.74 (D)	22.40 (i)
(i)	1"	31.23 (D)	37.30 (i)
(i)	1-1/2"	62.45 (D)	74.70 (i)
(i)	2"	99.92 (D)	119.50 (i)
(i)	3"	187.35 (D)	224.00 (i)
(i)	4"	312.25 (D)	373.40 (i)
(i)	6"	624.50 (D)	746.70 (i)
(i)	8"	999.20 (D)	1,194.70 (i)


(i) Indicates increase  
(D) Indicates deletion  
(T) Indicates change in text

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ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
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2300 Richmond Road, Lexington, KY 40502

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

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KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 30

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 30

Water Sold to Judy Water Association

	<u>Volume</u>	<u>Rate per each 1,000 gallons</u>
(T)	Up to 70,000 gallons per day	\$4.52
(T)	Over 70,000 gallons per day	\$4.62

(D) CLASSIFICATION OF SERVICE  
(D) SERVICE CLASSIFICATION NO. 1

(D) Applicable  
(D) Applicable to Kentucky-American Water Company customers in Eastern Rockcastle County.

(D) Availability of Service  
(D) Available for Residential, Commercial, Industrial, Sales for Resale, Municipal and All Other  
(D) Public Authority metered service.

(D) Meter Rates and Service Charges  
(D) The following shall be the rates for consumption. The Minimum Bill, and each 1,000 gallons of  
(D) consumption beyond the minimum bill shall be:

(D)	<u>Meter Size</u>	<u>Minimum</u>	<u>Volume included in</u>	<u>Rate per 1,000 gallons</u>
(D)		<u>Bill</u>	<u>Minimum Bill</u>	<u>over Minimum Bill</u>
(D)	5/8"	\$28.28	2,000	\$11.53
(D)	3 / 4"	\$28.28	2,000	11.53
(D)	1"	\$62.87	5,000	11.53
(D)	2"	\$178.17	15,000	11.53

(D) Indicates deletion  
(T) Indicates text change

RESERVED FOR FUTURE USE

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ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

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ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
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KENTUCKY  
PUBLIC SERVICE COMMISSION

Gwen R. Pinson  
Executive Director



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KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 30.1

THIS SHEET WAS DELETED IN A PRIOR PROCEEDING

(D) CLASSIFICATION OF SERVICE  
(D) SERVICE CLASSIFICATION NO. 1

(D) Applicable  
(D) Applicable to Kentucky-American Water Company customers in North Middletown.

(D) Availability of Service  
(D) Available for Residential, Commercial, Industrial, Sales for Resale, Municipal and All Other Public  
(D) Authority metered service.

(D) Meter Rates and Service Charges  
(D) The following shall be the water rates for water consumption. The Minimum Bill, and each 1,000 gallons  
(D) of consumption beyond the minimum bill shall be:

(D) <u>Customer Class</u>	(D) <u>Minimum Bill</u>	(D) <u>Volume</u>	(D) <u>Rate per each 1,000 gallons</u>
(D) <u>With Sanitary Service</u>	(D) \$28.79	(D) 0 - 2,000 (D) 2,001 - 5,000 (D) 5,001 - 10,000 (D) Over 10,000	(D) \$0.00 (D) \$12.17 (D) \$10.91 (D) \$9.32
(D) <u>Without Sanitary Service</u>	(D) \$33.84	(D) 0 - 2,000 (D) 2,001 - 5,000 (D) 5,001 - 10,000 (D) Over 10,000	(D) \$0.00 (D) \$12.48 (D) \$11.22 (D) \$9.64
(D) <u>Farm Customers</u>		(D) All	(D) \$17.87
(D) <u>Water Sold to Judy Water Association</u>		(D) Up to 70,000 per day (D) Over 70,000 per day	(D) \$4.52 (D) \$4.62

(D) Indicates deletion

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ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
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2300 Richmond Road, Lexington, KY 40502

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KENTUCKY PUBLIC SERVICE COMMISSION
Approved: <b>Gwen R. Pinson</b> Executive Director
<i>Gwen R. Pinson</i>
EFFECTIVE <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 31

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 3**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

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

**Rates**

	<u>Size of Service</u>	<u>Rate Per Month</u>	<u>Rate Per Annum</u>
(I)	2" Diameter	\$ 11.90	\$ 142.80
(I)	4" Diameter	48.00	576.00
(I)	6" Diameter	107.90	1,294.80
(I)	8" Diameter	191.90	2,302.80
(I)	10" Diameter	299.90	3,598.80
(I)	12" Diameter	448.80	5,385.60
(I)	14" Diameter	432.50	5,190.00
(I)	16" Diameter	767.90	9,214.80

**Special Provisions**

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

Fire service connections are furnished for the sole purpose of supplying water for the extinguishment of fires. If the Company has reason to believe water is being used for other purposes, including that the connection or line is leaking, the Company may install a meter to monitor usage, and, in addition to the rates for fire protection listed above, all usage shall be billed at the Commercial rate in Service Classification No. 1. The applicable Service Charge listed in Service Classification No. 1 shall also be charged.

The charges under this provision are in addition to any general water service charges.

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ISSUED BY: /s/ Kathryn Nash  
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KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 31

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 3**

**Applicable**

(T) Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

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

**Rates**

	<u>Size of Service</u>	<u>Rate Per Month</u>	<u>Rate Per Annum</u>
(I)	2" Diameter	\$ 8.76	\$ 105.12
(I)	4" Diameter	35.28	423.36
(I)	6" Diameter	79.37	952.44
(I)	8" Diameter	141.09	1,693.08
(I)	10" Diameter	220.51	2,646.12
(I)	12" Diameter	330.03	3,960.36
(I)	14" Diameter	317.98	3,815.76
(I)	16" Diameter	564.63	6,775.56

**Special Provisions**

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

Fire service connections are furnished for the sole purpose of supplying water for the extinguishment of fires. If the Company has reason to believe water is being used for other purposes, including that the connection or line is leaking, the Company may install a meter to monitor usage, and, in addition to the rates for fire protection listed above, all usage shall be billed at the Commercial rate in Service Classification No. 1. The applicable Service Charge listed in Service Classification No. 1 shall also be charged.

The charges under this provision are in addition to any general water service charges.

(I) Indicates Increase  
(T) Indicates text change

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ISSUED BY: /s/ Nick O. Rowe  
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2300 Richmond Road, Lexington, KY 40502

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Approved:

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
**Gwen R. Pinson**  
Executive Director  
*Gwen R. Pinson*  
**EFFECTIVE  
6/28/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 32

TAPPING FEES

Applicable

Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

Availability of Service

Available for residential, commercial, industrial, other public authority and sales for resale customers.

Tapping (Connection) Fees

Size of Meter Connected

5/8-Inch	\$1,223.00
1-Inch	2,174.00
2-Inch	4,002.00
Service larger than 2"	Actual Cost

For services greater than 2", a cost-adjustable deposit is required upon application. The tapping fee will be required upon application for all services installed on or after the effective date of this tariff, except in cases where a complete application for service (including plumbing inspection) is on file with the Company prior to the effective date of this tariff.

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 32

TAPPING FEES

Applicable

(T) Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

Availability of Service

Available for residential, commercial, industrial, other public authority and sales for resale customers.

Tapping (Connection) Fees

Size of Meter Connected

(R)	5/8-Inch	\$1,223.00
(R)	1-Inch	2,174.00
(R)	2-Inch	4,002.00
	Service larger than 2"	Actual Cost

For services greater than 2", a cost-adjustable deposit is required upon application. The tapping fee will be required upon application for all services installed on or after the effective date of this tariff, except in cases where a complete application for service (including plumbing inspection) is on file with the Company prior to the effective date of this tariff.

(R) indicates reduction/decrease  
(T) indicates text change

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Kathryn Nash  
President  
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ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b> <b>Gwen R. Pinson</b> Executive Director 
EFFECTIVE <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 33

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 4**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

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

**Rates for Public Fire Service**

**Rate Per Month**    **Rate per Annum**

(I) For each public fire hydrant contracted for or ordered by Urban County, County, State or Federal Governmental Agencies or Institutions.

\$66.00                      \$792.00

**Rates for Private Service**

(I) For each private fire hydrant contracted for by Industries or Private Institutions.

\$104.30                      \$1,251.60

Fire service connections are furnished for the sole purpose of supplying water for the extinguishment of fires. If the Company has reason to believe water is being used for other purposes, including that the connection or line is leaking, the Company may install a meter to monitor usage, and, in addition, to the rates for fire protection listed above, all usage shall be billed at the Commercial rate in Service Classification No. 1. The applicable Service Charge listed In Service Classification No. 1 shall also be charged.

The charges under this provision are in addition to any general water service charges.

**Special Provisions**

A few hydrants are connected to mains by a "special connection." A "special connection" exists when a customer and the Company entered into a service contract in which the customer agreed to maintain an unmetered water line from a Company main to the customer's service line. If the Company has reason to believe water from a special connection is being used for purposes other than fire protection, including that the connection or line is leaking, the Company may install a meter and charge for usage under this tariff. The Company may require the customer to pay for the meter and its installation if:

- (1) the Company gives the customer written notice of the usage problem, requests that the customer correct the problem, and informs the customer that failure to correct the problem within 90 days could result in liability of the customer for the cost of installing a meter to monitor usage,

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ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 33

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 4**

**Applicable**

(T) Applicable to the entire Service Territory of Kentucky-American Water Company unless otherwise noted.

**Availability of Service**

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

**Rates for Public Fire Service**

**Rate Per Month**    **Rate per Annum**

(I) For each public fire hydrant contracted for or ordered by Urban County, County, State or Federal Governmental Agencies or Institutions.

\$48.70                      \$584.40

**Rates for Private Service**

(I) For each private fire hydrant contracted for by Industries or Private Institutions.

\$76.57                      \$918.84

Fire service connections are furnished for the sole purpose of supplying water for the extinguishment of fires. If the Company has reason to believe water is being used for other purposes, including that the connection or line is leaking, the Company may install a meter to monitor usage, and, in addition, to the rates for fire protection listed above, all usage shall be billed at the Commercial rate in Service Classification No. 1. The applicable Service Charge listed In Service Classification No. 1 shall also be charged.

The charges under this provision are in addition to any general water service charges.

**Special Provisions**

A few hydrants are connected to mains by a "special connection." A "special connection" exists when a customer and the Company entered into a service contract in which the customer agreed to maintain an unmetered water line from a Company main to the customer's service line. If the Company has reason to believe water from a special connection is being used for purposes other than fire protection, including that the connection or line is leaking, the Company may install a meter and charge for usage under this tariff. The Company may require the customer to pay for the meter and its installation if:


- (1) the Company gives the customer written notice of the usage problem, requests that the customer correct the problem, and informs the customer that failure to correct the problem within 90 days could result in liability of the customer for the cost of installing a meter to monitor usage,
- (I) Indicates Increase
- (T) Indicates change in text

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ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
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2300 Richmond Road, Lexington, KY 40502

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>  <b>Gwen R. Pinson</b> Executive Director  
<b>EFFECTIVE</b> <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
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(2) the customer does not substantially correct the problem within 90 days of the written notice, and,  
(3) the Company thereafter gives three business days' notice, which shall include a cost estimate, that it will install the meter at the customer's expense.

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 34

(2) the customer does not substantially correct the problem within 90 days of the written notice, and,  
(3) the Company thereafter gives three business days' notice, which shall include a cost estimate, that it will install the meter at the customer's expense.

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ISSUED BY: /s/ Kathryn Nash  
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Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

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KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 35

CLASSIFICATION OF SERVICE  
SERVICE CLASSIFICATION NO. 5

Applicable

Applicable to the entire Service Territory of Kentucky-American Water Company.

Availability of Service

Available for Water Used for Construction, Street Washing, Pool Filling, and Similar Purposes.

Rates

Where a meter is installed on a fire hydrant or on a temporary service connection for construction, street washing, pool filling, and similar purposes, the minimum payment for water shall be the monthly service 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 service 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 service 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. This service charge will not entitle the Customer to any water and all water used 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.

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ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 35

CLASSIFICATION OF SERVICE  
SERVICE CLASSIFICATION NO. 5

Applicable

Applicable to the entire Service Territory of Kentucky-American Water Company.

Availability of Service

Available for Water Used for Construction, Street Washing, Pool Filling, and Similar Purposes.

Rates

Where a meter is installed on a fire hydrant or on a temporary service connection for construction, street washing, pool filling, and similar purposes, the minimum payment for water shall be the monthly service 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 service 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 service 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. This service charge will not entitle the Customer to any water and all water used 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.

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ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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Case No. 2018-00358 dated June 27, 2019

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
**Gwen R. Pinson**  
Executive Director  
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EFFECTIVE  
**6/28/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 36

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 6**  
**BILLING OF LICENSE, OCCUPATION, FRANCHISE OR OTHER SIMILAR CHARGES OR TAXES**  
**INCLUDING SCHOOL TAX**

**Applicable**

Applicable to all customers in the Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for Residential, Commercial, Industrial, Other Public Authority and Sales for Resale customers.

**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, fee or other similar fee, charge or tax now or hereafter imposed upon the Company by local taxing authorities or the Kentucky River Authority, whether imposed by ordinance, franchise, statute or otherwise, and which fee, tax or charge is based upon Kentucky River water usage or 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, fee or tax is imposed, the total of such charges, fees or taxes applicable to a Customer may be billed to the customer as a single amount. Charges, fees or taxes herein referred to shall in all instances be billed to customers on the basis of Company rates or usage effective at the time of billing, and on the basis of the tax rate of usage effective at the time billing is made.

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate amount of school tax in any county requiring a utility gross receipts license tax for schools under KRS 160.613.

There shall also be added to the Customer's bill, as a separate item, any fee, tax or charge imposed upon the customer by a municipality or governmental agency, the purpose of which is to allocate among those customers identified by ordinance, franchise, statute, or otherwise, the cost of fire hydrants imposed upon the municipality or governmental agency. Failure to pay this charge shall not constitute grounds for termination of service.

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ISSUED BY: /s/ Kathryn Nash  
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President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 36

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 6**  
**BILLING OF LICENSE, OCCUPATION, FRANCHISE OR OTHER SIMILAR CHARGES OR TAXES**  
**INCLUDING SCHOOL TAX**

**Applicable**

Applicable to all customers in the Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for Residential, Commercial, Industrial, Other Public Authority and Sales for Resale customers.

**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, fee or other similar fee, charge or tax now or hereafter imposed upon the Company by local taxing authorities or the Kentucky River Authority, whether imposed by ordinance, franchise, statute or otherwise, and which fee, tax or charge is based upon Kentucky River water usage or 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, fee or tax is imposed, the total of such charges, fees or taxes applicable to a Customer may be billed to the customer as a single amount. Charges, fees or taxes herein referred to shall in all instances be billed to customers on the basis of Company rates or usage effective at the time of billing, and on the basis of the tax rate of usage effective at the time billing is made.

There shall be added to the Customer's bill, as a separate item, an amount equal to the proportionate amount of school tax in any county requiring a utility gross receipts license tax for schools under KRS 160.613.


There shall also be added to the Customer's bill, as a separate item, any fee, tax or charge imposed upon the customer by a municipality or governmental agency, the purpose of which is to allocate among those customers identified by ordinance, franchise, statute, or otherwise, the cost of fire hydrants imposed upon the municipality or governmental agency. Failure to pay this charge shall not constitute grounds for termination of service.

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ISSUED BY: /s/ Nick O. Rowe  
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2300 Richmond Road, Lexington, KY 40502

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

<b>EFFECTIVE</b> <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 37

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 6**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company supplied water from the Kentucky River.

**Availability of Service**

Available for Residential, Commercial, Industrial, Other Public Authority and Sales for Resale customers.

**Rates**

Kentucky-American Water Company in accordance with the tariff shown in First Sheet No. 36 shall charge a rate of \$0.0265 per 100 gallons.

Except for rate changes imposed by the Kentucky River Authority, which will be put in effect immediately upon notification of such change by the Kentucky River Authority, this fee will be adjusted annually beginning January, 2002 to reflect any over or under collection of Kentucky River Authority fees existing at the time of the adjustment

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
Fifth Sheet No. 37  
Cancelling Fourth Sheet No. 37

**CLASSIFICATION OF SERVICE**  
**SERVICE CLASSIFICATION NO. 6**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company supplied water from the Kentucky River.

**Availability of Service**

Available for Residential, Commercial, Industrial, Other Public Authority and Sales for Resale customers.

**Rates**

(R) Kentucky-American Water Company in accordance with the tariff shown in First Sheet No. 36 shall charge a rate of \$0.0265 per 100 gallons.

Except for rate changes imposed by the Kentucky River Authority, which will be put in effect immediately upon notification of such change by the Kentucky River Authority, this fee will be adjusted annually beginning January, 2002 to reflect any over or under collection of Kentucky River Authority fees existing at the time of the adjustment

(R) signifies a reduction

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

ISSUED: March 1, 2023  
EFFECTIVE: March 31, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
Approved: <b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE</b> <b>3/31/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 38

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 38

**RECONNECTION CHARGE**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for all customers

When it is 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 Fifty-six Dollars (\$56.00) will be made to cover the expense of turning on the water service.

**RECONNECTION CHARGE**

**Applicable**

Applicable to the entire Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for all customers

When it is 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 Fifty-six Dollars (\$56.00) will be made to cover the expense of turning on the water service.

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:


ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director

<b>EFFECTIVE 6/28/2019</b>
<small>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</small>

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 39

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 39

**INSUFFICIENT FUNDS CHARGE**

In those instances where a customer renders payment to the Company by check or electronic funds transfer which is not honored upon deposit by the Company, the customer will be charged (\$12.00) to cover the processing costs.

**INSUFFICIENT FUNDS CHARGE**

In those instances where a customer renders payment to the Company by check or electronic funds transfer which is not honored upon deposit by the Company, the customer will be charged (\$12.00) to cover the processing costs.

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

*Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019*

KENTUCKY  
PUBLIC SERVICE COMMISSION  
Gwen R. Pinson  
Executive Director  
*Gwen R. Pinson*  
EFFECTIVE  
**6/28/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 40

INSPECTION OF SERVICE LINE

Applicable:

Applicable to the entire service territory of Kentucky-American Water Company where neither the Kentucky Department of Housing, Building and Construction or local government conducts an inspection of service lines comparable to that required of water utilities by 807 KAR 5:066 Section 9(3).

Availability of Service:

Inspection of service lines is available to all customers of Kentucky-American Water Company where neither the Kentucky Department of Housing, Building and Construction or local government conducts an inspection of service lines comparable to that required of water utilities by 807 KAR 5:066 Section 9(3). The customer shall leave the trench open and the service line uncovered. The service line must be determined to be free from any tee, branch connection, irregularity or defect before service will be initiated.

Rate:

The customer shall be charged \$25.00 for each inspection of a service line.

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 40

INSPECTION OF SERVICE LINE

Applicable:

Applicable to the entire service territory of Kentucky-American Water Company where neither the Kentucky Department of Housing, Building and Construction or local government conducts an inspection of service lines comparable to that required of water utilities by 807 KAR 5:066 Section 9(3).

Availability of Service:

Inspection of service lines is available to all customers of Kentucky-American Water Company where neither the Kentucky Department of Housing, Building and Construction or local government conducts an inspection of service lines comparable to that required of water utilities by 807 KAR 5:066 Section 9(3). The customer shall leave the trench open and the service line uncovered. The service line must be determined to be free from any tee, branch connection, irregularity or defect before service will be initiated.

Rate:


The customer shall be charged \$25.00 for each inspection of a service line.

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019

KENTUCKY PUBLIC SERVICE COMMISSION
Gwen R. Pinson Executive Director

EFFECTIVE <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 41

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 41

**NEW ACCOUNT SET UP**  
**ACTIVATION FEE**

**Applicable**

Applicable to all customers who request a new account or a change in ownership of an existing account.

**Availability of Service**

Available for all customers.

**Rate**

An activation fee of Twenty-eight (\$28.00) Dollars shall be charged to set up a new account or change an existing account. The activation fee covers the cost of meter reading and record change.

**NEW ACCOUNT SET UP**  
**ACTIVATION FEE**

**Applicable**

Applicable to all customers who request a new account or a change in ownership of an existing account.

**Availability of Service**

Available for all customers.

**Rate**

An activation fee of Twenty-eight (\$28.00) Dollars shall be charged to set up a new account or change an existing account. The activation fee covers the cost of meter reading and record change.

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:


ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Gwen R. Pinson</b> Executive Director 
EFFECTIVE <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 42

LATE PAYMENT FEE

Applicable

Applicable to the entire Service Territory of Kentucky-American Water Company.

Availability of Service

Available for all customers.

Rates

Kentucky American Water Company shall charge a 5% late fee on all charges that are paid after the due date on the bill. The late payment fee is 5% calculated upon all amounts owed with the exception of any amounts Kentucky-American Water Company collects pursuant to a third-party billing services contract, or on previously assessed late payment fees or other penalty charges. The late payment charge will only be assessed once on any bill for rendered services. Customers who receive a pledge for or notice of low income water assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received.

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 42

LATE PAYMENT FEE

Applicable

Applicable to the entire Service Territory of Kentucky-American Water Company.

Availability of Service

Available for all customers.

Rates

Kentucky American Water Company shall charge a 5% late fee on all charges that are paid after the due date on the bill. The late payment fee is 5% calculated upon all amounts owed with the exception of any amounts Kentucky-American Water Company collects pursuant to a third-party billing services contract, or on previously assessed late payment fees or other penalty charges. The late payment charge will only be assessed once on any bill for rendered services. Customers who receive a pledge for or notice of low income water assistance from an authorized agency will not be assessed or required to pay a late payment charge for the bill for which the pledge or notice is received.

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:


ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b> <b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE</b> <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 43

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 43

**BULK SALES OF WATER THROUGH LOADING STATIONS**

**Availability of Service**

This service is available at locations deemed appropriate by Kentucky-American Water Company.

**Rate**

The following rates and charges are prescribed for the customers in the area served by Kentucky-American Water Company.

(f) Bulk Sales Rate \$228065 per 50 gallons

**Terms and Conditions of Service**

Service taken under this tariff must be prepaid by the customer.

**BULK SALES OF WATER THROUGH LOADING STATIONS**

**Availability of Service**

This service is available at locations deemed appropriate by Kentucky-American Water Company.

**Rate**

The following rates and charges are prescribed for the customers in the area served by Kentucky-American Water Company.

Bulk Sales Rate \$1674 per 50 gallons

**Terms and Conditions of Service**

Service taken under this tariff must be prepaid by the customer.

ISSUED: June 30, 2023 Approved:  
EFFECTIVE: July 30, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019

Approved:

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
**Gwen R. Pinson**  
Executive Director  
*Gwen R. Pinson*  
EFFECTIVE  
**6/28/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 44

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 44

**SERVICE CLASSIFICATION NO. 6**  
**SERVICE LINE LEAK ADJUSTMENT RATE**

(T)

**Applicable**

Applicable to entire Service Territory of Kentucky-American Water Company.

(T)

**Availability of Service**

Available for Residential, Commercial and OPA customers.

(T)

**Rates**

A charge of twenty-five (25) percent of the applicable tariff will be applied to all water usage determined to be the result of a service line leak.

(T)

**Terms and Conditions**

A service line leak is defined as a leak in the customer service line between the meter and the premises. Service line leak adjustments will be granted to residential, commercial, and OPA customers. The customer must provide a plumber's statement or list of materials showing that the leak has been repaired. After verification of repairs by the Water Company, the bill will be adjusted by comparing the usage during the leak billing period to the average usage for the past six billing periods. A reasonable estimate will be used in cases when six prior periods of information do not exist. The excess usage will be billed at the rate specified above. During the lifetime of a water service line only two leak adjustments will be permitted. Each adjustment may cover a maximum of two billing periods. Before a third adjustment can be considered, the entire water service line from the meter box to the premises must be replaced. Plastic pipe for repair of underground water service lines must be certified to withstand a working pressure of 160 pounds per square inch or greater.

**SERVICE CLASSIFICATION NO. 6**  
**HIDDEN LEAK ADJUSTMENT RATE**

**Applicable**

Applicable to entire Service Territory of Kentucky-American Water Company.

**Availability of Service**

Available for Residential and Commercial customers.

**Rates**

A charge of twenty-five (25) percent of the applicable tariff will be applied to all water usage determined to be the result of a hidden underground leak.

**Terms and Conditions**

A hidden underground leak is defined as a leak in the customer service line between the meter and the premises. Hidden underground leak adjustments will be granted to residential and commercial customers. The customer must provide a plumber's statement or list of materials showing that the leak has been repaired. After verification of repairs by the Water Company, the bill will be adjusted by comparing the usage during the leak billing period to the average usage for the past six billing periods. A reasonable estimate will be used in cases when six prior periods of information do not exist. The excess usage will be billed at the rate specified above. During the lifetime of a water service line only two leak adjustments will be permitted. Each adjustment may cover a maximum of two billing periods. Before a third adjustment can be considered, the entire water service line from the meter box to the premises must be replaced. Plastic pipe for repair of underground water service lines must be certified to withstand a working pressure of 160 pounds per square inch or greater.

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:


ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b> <b>Gwen R. Pinson</b> Executive Director 
<b>EFFECTIVE</b> <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 45

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 45



Service Address:  
JOHN Q CUSTOMER  
1234 ANYWHERE ST UNIT 1234  
CITY, ST ZIP CODE

THANK YOU FOR BEING OUR CUSTOMER.

**Important Account Messages**

• Looking for an easy way to manage your account and service needs? Try our redesigned customer portal at [www.amwater.com/MyAccount](http://www.amwater.com/MyAccount). Find out how much you owe, start or stop service and pay your bill electronically without a convenience fee. And you can access anytime... 24x7, all day, every day!

For more information, visit [www.kentuckyamwater.com](http://www.kentuckyamwater.com)

**Monthly Statement**

Account No. **1012-210001234567**

Total Amount Due: **\$37.80**  
Payment Due By: **May 29, 2018**

Billing Date: May 11, 2018  
Service Period: Apr 11 to May 10  
Total Gallons: 3,740

**Account Summary** – See page 3 for Account Detail

Prior Billing:	\$42.67
Payments - Thank You!	= \$42.67
<b>Balance Forward:</b>	<b>= \$0.00</b>
Service Related Charges:	+ \$35.66
Taxes:	+ \$2.14
<b>Total Amount Due:</b>	<b>= \$37.80</b>

View your account information or pay your bill anytime at: [amwater.com/MyAccount](http://amwater.com/MyAccount)

Pay by Phone: Pay anytime at 1-855-748-6086  
\*A convenience fee may apply

Customer Service: 1-800-678-6301  
M-F 7:00am to 7:00pm – Emergencies 24/7

Please return bottom portion with your payment. DO NOT send cash. Retain upper portion for your records.

TRAI-S-0000100002 PCSI00 ETR10001 1 34 6 A



Service to: 1234 ANYWHERE ST  
CITY, ST ZIP CODE



000101221000123456700000000003780013

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502



Service Address:  
JOHN Q CUSTOMER  
1234 ANYWHERE ST UNIT 1234  
CITY, ST ZIP CODE

THANK YOU FOR BEING OUR CUSTOMER.

**Important Account Messages**

• Looking for an easy way to manage your account and service needs? Try our redesigned customer portal at [www.amwater.com/MyAccount](http://www.amwater.com/MyAccount). Find out how much you owe, start or stop service and pay your bill electronically without a convenience fee. And you can access anytime... 24x7, all day, every day!

For more information, visit [www.kentuckyamwater.com](http://www.kentuckyamwater.com)

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Customer Service: 1-800-678-6301  
M-F 7:00am to 7:00pm – Emergencies 24/7

Please return bottom portion with your payment. DO NOT send cash. Retain upper portion for your records.

TRAI-S-0000100002 PCSI00 ETR10001 1 34 6 A



Service to: 1234 ANYWHERE ST  
CITY, ST ZIP CODE



000101221000123456700000000003780013

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502  
Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

**EFFECTIVE  
6/28/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 46

Messages from Kentucky American Water

- **IMPORTANT WATER QUALITY MESSAGE:** 2017 Kentucky American Water annual water quality report is available. This report contains important information about your drinking water. Please go to [www.amwater.com/cor/lexington.pdf](http://www.amwater.com/cor/lexington.pdf), [www.amwater.com/cor/owenton.pdf](http://www.amwater.com/cor/owenton.pdf) or [www.amwater.com/cor/forhampton.pdf](http://www.amwater.com/cor/forhampton.pdf) to view your 2017 annual water quality report or to request a paper copy call 800-678-6301.
- If you would like a copy of our tariff please visit [www.kentuckyamwater.com](http://www.kentuckyamwater.com), call 1-800-678-6301, or visit our customer lobby at 2300 Richmond Road in Lexington anytime between 8 a.m. and 4:30 p.m., Monday through Friday.
- Local Office: 2300 Richmond Road (Lexington).



**CUSTOMER SERVICE**  
1-800-678-6301  
HOURS: M-F 7am-7pm • Emergencies: 24/7  
TTY/TDD FOR THE HEARING IMPAIRED:  
711 (and then reference Customer Service number listed above)

SERVICES

- **Go Paperless:** Save time. Save money. Sign up for Paperless Billing and Auto Pay on My Account at [amwater.com/myaccount](http://amwater.com/myaccount), not registered? Log in and be sure to have your account number handy.
- **Water Quality:** We take water quality seriously. When it comes to complying with federal drinking water standards, we consistently score better than the industry average. For a copy of the annual water quality report for your area, visit [kentuckyamwater.com](http://kentuckyamwater.com). Under Water Quality, select Water Quality Reports.
- **H2O Help To Others:** This program helps low-income customers who qualify with their water bills. For more information visit [kentuckyamwater.com](http://kentuckyamwater.com). Under Customer Service & Billing, select Low Income Program.

EXPLANATION OF OTHER TERMS

- **Payment by Check:** Paying by check authorizes American Water to send the information from your check electronically to your bank for payment. The transaction will appear on your bank statement. The physical check will not be presented to your financial institution or returned to you.
- **Estimated Bill:** This occurs when we are unable to read the water meter. Your usage from the same billing period the prior year is used to calculate the estimated bill. The next actual meter reading corrects any over or under estimates.
- **Disputes:** If you have questions or complaints about your bill, please call us at 1-800-678-6301 before the due date. If your bill is unusually high, it may indicate that there is a leak in your plumbing. For tips on how to detect leaks and use water wisely, visit us online. You'll find helpful tools under the Water Information menu. Every drop counts!
- **Rates:** A detailed listing of charges that make up your bill is available upon request by contacting Customer Service or visiting us online at [kentuckyamwater.com](http://kentuckyamwater.com). Under Customer Service & Billing, select Your Water Rates.
- **Correspondence:** Please send written correspondence to PO Box 578, Allen, IL 62002-0578. Be sure to include your name, account number, service address, mailing address and phone number including area code. Please do not send correspondence with your payment, as it may delay processing your payment and correspondence.

**H2O HELP TO OTHERS PROGRAM - lend a hand to customers in need**

I'm adding a one time contribution of \$ \_\_\_\_\_ with my payment.

I'd like to add a recurring contribution to each bill of \$ \_\_\_\_\_, I understand this amount will be added to each bill.

Address Change(s)

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_  Mobile Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Other ways to pay your bill

- Auto Pay**  
Save time and money. Enroll in Auto Pay, and your bill will be paid on time, every time, directly from your bank account on the due date. No stamps required!
- Online**  
With My Account, you can pay your bill anytime, anywhere. Registration is fast and easy. Visit [amwater.com/MyAccount](http://amwater.com/MyAccount) or pay without registration at [www.amwater.com/billpay](http://www.amwater.com/billpay) (fee may apply).
- In Person**  
We have agreements with several authorized payment locations in our service area. Visit our website to find one near you.



ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
**Kathryn Nash**  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 46

Messages from Kentucky American Water

- **IMPORTANT WATER QUALITY MESSAGE:** 2017 Kentucky American Water annual water quality report is available. This report contains important information about your drinking water. Please go to [www.amwater.com/cor/lexington.pdf](http://www.amwater.com/cor/lexington.pdf), [www.amwater.com/cor/owenton.pdf](http://www.amwater.com/cor/owenton.pdf) or [www.amwater.com/cor/forhampton.pdf](http://www.amwater.com/cor/forhampton.pdf) to view your 2017 annual water quality report or to request a paper copy call 800-678-6301.
- If you would like a copy of our tariff please visit [www.kentuckyamwater.com](http://www.kentuckyamwater.com), call 1-800-678-6301, or visit our customer lobby at 2300 Richmond Road in Lexington anytime between 8 a.m. and 4:30 p.m., Monday through Friday.
- Local Office: 2300 Richmond Road (Lexington).



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HOURS: M-F 7am-7pm • Emergencies: 24/7  
TTY/TDD FOR THE HEARING IMPAIRED:  
711 (and then reference Customer Service number listed above)

SERVICES

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- **H2O Help To Others:** This program helps low-income customers who qualify with their water bills. For more information visit [kentuckyamwater.com](http://kentuckyamwater.com). Under Customer Service & Billing, select Low Income Program.

EXPLANATION OF OTHER TERMS

- **Payment by Check:** Paying by check authorizes American Water to send the information from your check electronically to your bank for payment. The transaction will appear on your bank statement. The physical check will not be presented to your financial institution or returned to you.
- **Estimated Bill:** This occurs when we are unable to read the water meter. Your usage from the same billing period the prior year is used to calculate the estimated bill. The next actual meter reading corrects any over or under estimates.
- **Disputes:** If you have questions or complaints about your bill, please call us at 1-800-678-6301 before the due date. If your bill is unusually high, it may indicate that there is a leak in your plumbing. For tips on how to detect leaks and use water wisely, visit us online. You'll find helpful tools under the Water Information menu. Every drop counts!
- **Rates:** A detailed listing of charges that make up your bill is available upon request by contacting Customer Service or visiting us online at [kentuckyamwater.com](http://kentuckyamwater.com). Under Customer Service & Billing, select Your Water Rates.
- **Correspondence:** Please send written correspondence to PO Box 578, Allen, IL 62002-0578. Be sure to include your name, account number, service address, mailing address and phone number including area code. Please do not send correspondence with your payment, as it may delay processing your payment and correspondence.

**H2O HELP TO OTHERS PROGRAM - lend a hand to customers in need**

I'm adding a one time contribution of \$ \_\_\_\_\_ with my payment.

I'd like to add a recurring contribution to each bill of \$ \_\_\_\_\_, I understand this amount will be added to each bill.

Address Change(s)

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip Code \_\_\_\_\_

Phone Number \_\_\_\_\_  Mobile Number \_\_\_\_\_

E-mail Address \_\_\_\_\_

Other ways to pay your bill

- Auto Pay**  
Save time and money. Enroll in Auto Pay, and your bill will be paid on time, every time, directly from your bank account on the due date. No stamps required!
- Online**  
With My Account, you can pay your bill anytime, anywhere. Registration is fast and easy. Visit [amwater.com/MyAccount](http://amwater.com/MyAccount) or pay without registration at [www.amwater.com/billpay](http://www.amwater.com/billpay) (fee may apply).
- In Person**  
We have agreements with several authorized payment locations in our service area. Visit our website to find one near you.



ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
**Nick O. Rowe**  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

EFFECTIVE  
**6/28/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 47



Page 3 of 3  
02/26/2018 4

Meter Reading and Usage Summary

Meter No.	Meter Type	Size	From Date	To Date	Previous Read	Current Read	Meter Units**	Billing Units**	Water Used in Gallons
079745079N	Regular	5/8"	04/11/2018	05/10/2018	963 (A)	968 (A)	5	37.40	3,740

A = Actual E = Estimate \*\*1 Meter unit = 100 cubic feet or 748 gallons of water \*\*\*1 Billing Unit = 100 gallons of water

Billed Usage History (graph shown in 100 gallons)

- 3,740 gallons = usage for this period
- 3,740 gallons = usage for same period last year



Next Scheduled Read Date: on or about Jun 12, 2018  
Account Type: Residential

Average daily use for this period is:

125 gallons

Account Detail

Service To: 1234 ANYWHERE ST, CITY ST ZIP CODE

<b>Prior Billing</b>	42.67
Balance from last bill	42.67
<b>Payments</b>	-42.67
Payments as of Apr 24, Thank you!	-42.67
<b>Balance Forward</b>	0.00
<b>Service Related Charges - 04/11/18 to 05/10/18</b>	
<b>Water Service</b>	35.00
Water Service Charge	12.49
Water Usage Charge (37.40 x \$0.6019)	22.51
<b>Other Charges</b>	0.66
xRA Withdrawal Fee (37.40 x \$0.0177)	0.66
<b>Total Service Related Charges</b>	35.66
<b>Taxes</b>	2.14
Franchise Taxes (\$35.66 x 3.000%)	1.07
School District Tax (\$35.66 x 3.000%)	1.07
<b>Total Current Period Charges</b>	37.80

Total Amount Due **\$37.80**

Understanding Your Bill

The information below defines some of the new terms you may find on your bill:

- Service Related Charges:** This section includes charges for services related to water, wastewater and fire protection.
- Fees and Adjustments:** This section provides details related to additional charges or adjustments for the service period referenced. Fees, when applicable, would include items such as service activation and late payment charges. Additionally, any credit or debits related to billing corrections would be found in this section.
- Pass Through Charges:** Charges in this section, when applicable, are separated from other service related charges to provide visibility into what portion of your bill is being remitted to other entities. Payment received for these charges does not remain with American Water. While we may bill and collect for them, the payments received are passed along to other companies and agencies.
- Billing Units:** One billing unit equals 100 gallons of water used. If the meter serving your property measures your water use in cubic feet or a different unit of measure, we convert the usage to gallons to make it easier to understand.
- Average Daily Use:** The gallons shown in the water droplet above represent your average daily water use for the current billing period. Tracking the amount of water you use can help you manage your overall water use from month to month.
- Still have questions?** We are here to help. Our customer service representatives are available M-F, 7 a.m. to 7 p.m. More information on understanding your bill and charges can also be found on our website. See the link below.

For more information about your charges and rates, please visit: <https://amwater.com/kyaw/customer-service/billing-your-water-and-wastewater-rates>.

TRAI-5-0830100002 PC198 EFM KCD1 1 34 6 A

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. 47



Page 3 of 3  
02/26/2018 4

Meter Reading and Usage Summary

Meter No.	Meter Type	Size	From Date	To Date	Previous Read	Current Read	Meter Units**	Billing Units**	Water Used in Gallons
079745079N	Regular	5/8"	04/11/2018	05/10/2018	963 (A)	968 (A)	5	37.40	3,740

A = Actual E = Estimate \*\*1 Meter unit = 100 cubic feet or 748 gallons of water \*\*\*1 Billing Unit = 100 gallons of water

Billed Usage History (graph shown in 100 gallons)

- 3,740 gallons = usage for this period
- 3,740 gallons = usage for same period last year



Next Scheduled Read Date: on or about Jun 12, 2018  
Account Type: Residential

Average daily use for this period is:

125 gallons

Account Detail

Service To: 1234 ANYWHERE ST, CITY ST ZIP CODE

<b>Prior Billing</b>	42.67
Balance from last bill	42.67
<b>Payments</b>	-42.67
Payments as of Apr 24, Thank you!	-42.67
<b>Balance Forward</b>	0.00
<b>Service Related Charges - 04/11/18 to 05/10/18</b>	
<b>Water Service</b>	35.00
Water Service Charge	12.49
Water Usage Charge (37.40 x \$0.6019)	22.51
<b>Other Charges</b>	0.66
xRA Withdrawal Fee (37.40 x \$0.0177)	0.66
<b>Total Service Related Charges</b>	35.66
<b>Taxes</b>	2.14
Franchise Taxes (\$35.66 x 3.000%)	1.07
School District Tax (\$35.66 x 3.000%)	1.07
<b>Total Current Period Charges</b>	37.80

Total Amount Due **\$37.80**

Understanding Your Bill

The information below defines some of the new terms you may find on your bill:

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- Pass Through Charges:** Charges in this section, when applicable, are separated from other service related charges to provide visibility into what portion of your bill is being remitted to other entities. Payment received for these charges does not remain with American Water. While we may bill and collect for them, the payments received are passed along to other companies and agencies.
- Billing Units:** One billing unit equals 100 gallons of water used. If the meter serving your property measures your water use in cubic feet or a different unit of measure, we convert the usage to gallons to make it easier to understand.
- Average Daily Use:** The gallons shown in the water droplet above represent your average daily water use for the current billing period. Tracking the amount of water you use can help you manage your overall water use from month to month.
- Still have questions?** We are here to help. Our customer service representatives are available M-F, 7 a.m. to 7 p.m. More information on understanding your bill and charges can also be found on our website. See the link below.

For more information about your charges and rates, please visit: <https://amwater.com/kyaw/customer-service/billing-your-water-and-wastewater-rates>.

TRAI-5-0830100002 PC198 EFM KCD1 1 34 6 A

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

KENTUCKY  
PUBLIC SERVICE COMMISSION

Gwen R. Pinson  
Executive Director

EFFECTIVE  
**6/28/2019**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 48

**QUALIFIED INFRASTRUCTURE PROGRAM RIDER ("QIP RIDER")**

**APPLICABLE SERVICE AREA**

Applicable to the entire Service Territory of Kentucky American Water Company unless otherwise noted.

**APPLICABILITY OF RIDER**

Applicable to Residential, Commercial, Industrial, Other Public Authority, Sales for Resale, Public and Private Fire Service and Hydrant customers.

**CALCULATION OF QUALIFIED INFRASTRUCTURE PROGRAM RIDER REVENUE REQUIREMENT**

The QIP rate base in any forecasted period will be calculated in a manner consistent with 807 KAR 5:001, Section 16(6)(c). The QIP Rider Revenue Requirement includes the following:

- a. QIP-eligible Plant In-Service not included in base water rates minus the associated QIP-related accumulated depreciation and accumulated deferred income taxes, grossed up by applying the gross revenue conversion factor authorized in the Company's latest base water rate case;
- b. Retirement and removal of plant related to QIP-eligible construction;
- c. Return on the net QIP-eligible plant in-service at the overall rate of return on capital authorized in the Company's latest base water rate case, grossed up for federal and state income taxes;
- d. Depreciation expense on the QIP-eligible Plant In-Service less retirement and removals;
- e. Property taxes related to the QIP.

**QIP ELIGIBLE UTILITY PLANT:**

Distribution Infrastructure – distribution and transmission system structures and improvements, mains and valves installed as replacements for existing facilities; hydrants, distribution tanks; services, meters and meter installations, power generation and pumping equipment installed as replacements for existing facilities; unreimbursed funds related to capital projects to relocate facilities required by governmental infrastructure projects.

Water Treatment Infrastructure – source of supply and water treatment structures, pipe and equipment including sampling equipment, SCADA equipment, power generation and pumping equipment installed as replacements for existing facilities.

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
Second Sheet No. 48  
Cancelling First Sheet No. 48

**QUALIFIED INFRASTRUCTURE PROGRAM RIDER ("QIP RIDER")**

**APPLICABLE SERVICE AREA**

Applicable to the entire Service Territory of Kentucky American Water Company unless otherwise noted.

**APPLICABILITY OF RIDER**

Applicable to Residential, Commercial, Industrial, Other Public Authority, Sales for Resale, Public and Private Fire Service and Hydrant customers.

**CALCULATION OF QUALIFIED INFRASTRUCTURE PROGRAM RIDER REVENUE REQUIREMENT**

<sup>(N)</sup> The QIP rate base in any forecasted period will be calculated in a manner consistent with 807 KAR 5:001, Section 16(6)(c). The QIP Rider Revenue Requirement includes the following:

- a. QIP-eligible Plant In-Service not included in base water rates minus the associated QIP-related accumulated depreciation and accumulated deferred income taxes;
- b. Retirement and removal of plant related to QIP-eligible construction;
- c. Return on the net QIP-eligible plant in-service at the overall rate of return on capital authorized in the Company's latest base water rate case, grossed up for federal and state income taxes;
- d. Depreciation expense on the QIP-eligible Plant In-Service less retirement and removals;
- e. Property taxes related to the QIP.

**QIP ELIGIBLE UTILITY PLANT:**

Distribution Infrastructure – distribution and transmission system structures and improvements, mains and valves installed as replacements for existing facilities; hydrants, distribution tanks; services, meters and meter installations, power generation and pumping equipment installed as replacements for existing facilities; unreimbursed funds related to capital projects to relocate facilities required by governmental infrastructure projects.

Water Treatment Infrastructure – source of supply and water treatment structures, pipe and equipment including sampling equipment, SCADA equipment, power generation and pumping equipment installed as replacements for existing facilities.

<sup>(N)</sup> signifies new rate or requirement.

ISSUED: July 1, 2021  
EFFECTIVE: July 1, 2021

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2021-00090 dated June 21, 2021

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

EFFECTIVE <b>7/1/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

(T)  
(T)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 49

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
Sixth Sheet No. 49  
Cancelling Fifth Sheet No. 49

RATES

All customers subject to this QIP Rider receiving water service shall be assessed a monthly QIP Rider charge in addition to the service charge, consumption charge or monthly fee component of their applicable rate schedule that will enable the Company to complete the Qualified Infrastructure Program.

(T) The QIP Rider will be updated annually in a filing that includes the (1) projected costs for each QIP period and (2) a balancing adjustment that trues up the projected program costs and revenues with the actuals for the preceding annual QIP period. The annual filing will be submitted at least 120 days prior to the commencement of the QIP period. The first QIP period following Case No. 2023-00191 is February 1, 2025 to December 31, 2025. Subsequent QIP periods will be twelve month calendar periods from January 1 to December 31 each year.

The monthly QIP Rider charges for all respective water service classifications will be calculated as a percentage and applied to all water charges including meter fees, volumetric water sales, fire service fees, and public and private hydrant fees from the Company's most recent base rate case, but excluding any other surcharge or add-on taxes. The percentage is calculated by dividing the QIP revenue requirement by the water revenues authorized in the Company's most recent rate case and multiplying the resulting QIP period by the number of days the QIP percentage will be in effect, divided by 365 days (366 days in a leap year). It will be listed as a separate line item on the customer bill. The QIP percentage shall be calculated on an annual prospective basis. The QIP Rider charge effective on and after the effective date is:

(R) 0.0%

RATES

All customers subject to this QIP Rider receiving water service shall be assessed a monthly QIP Rider charge in addition to the service charge, consumption charge or monthly fee component of their applicable rate schedule that will enable the Company to complete the Qualified Infrastructure Program.

The QIP Rider will be updated annually and subsequently adjusted to true-up the projected costs with the actual costs. The initial annual prospective QIP period will be the first full twelve month period following the Forecast Test Period utilized by the Commission in establishing Base Rates of the Company in its prior Base Rate Case proceeding. A filing with the projected costs for each twelve month QIP period will be submitted annually at least 90 days prior to the commencement of that QIP period, to become effective with the first day of the QIP period. The Company will submit a balancing adjustment annually no later than 90 days after the end of each 12 month QIP period to true-up the projected program costs and revenues, with the actuals for the same period. The balancing adjustment true-up to the rider will become effective 180 days after the end of the QIP period.

The monthly QIP Rider charges for all respective water service classifications will be calculated as a percentage and applied to all water charges including meter fees, volumetric water sales, fire service fees, and public and private hydrant fees from the Company's most recent base rate case, but excluding any other surcharge or add-on taxes. It will be listed as a separate line item on the customer bill. The QIP percentage shall be calculated on an annual prospective basis. The QIP Rider charge effective on and after the effective date is:

(R) 4.49%

(R) signifies reduction

ISSUED: June 30, 2023 Approved:  
EFFECTIVE: July 30, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

ISSUED: March 16, 2022  
EFFECTIVE: March 2, 2023  
ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission  
in Case No. 2022-00328 Dated March 2, 2023





KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 50

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(N) **UNIVERSAL AFFORDABILITY PROGRAM**

(N) **APPLICABLE SERVICE AREA**

(N) Applicable to the entire Service Territory of Kentucky American Water Company.

(N) **APPLICABILITY OF PROGRAM**

(N) Applicable to qualifying Residential customers who meet the criteria based on the Federal Poverty Levels set forth in the Rate Adjustment section of this tariff sheet.

**THIS IS A NEW SHEET PROPOSED IN THIS CASE**

(N) **RATE ADJUSTMENT**

(N) Residential customers whose household income is at 0% to 50% of the Federal Poverty Levels are eligible to receive a 60% discount on the service charge for a 5/8" meter and a 60% discount on the consumption rate.

(N) Residential customers whose household income is at 50% to 100% of the Federal Poverty Levels are eligible to receive a 20% discount on the service charge for a 5/8" meter and a 20% discount on the consumption rate.

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ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. 51

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(N) ADVANCED METERING INFRASTRUCTURE (“AMI”) OPT OUT FEE

(N) APPLICABLE SERVICE AREA

(N) Applicable to the entire Service Territory of Kentucky American Water Company.

(N) APPLICABILITY OF FEE

(N) Applicable to customers who opt out of having an AMI meter.

THIS IS A NEW SHEET PROPOSED IN THIS CASE

(N) RATE

(N) A \$28.00 charge will be added to each monthly bill for customers who opt out of having an AMI meter.

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-1

**APPENDIX**

**Form of New Subdivision Extension Deposit Agreement for Off Site Facilities:**

THIS AGREEMENT, entered into this \_day of \_\_\_\_\_, \_\_\_\_\_ by and between KENTUCKY AMERICAN WATER, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called "COMPANY", and \_\_\_\_\_, hereinafter called "SUBDIVIDER",

**WITNESSETH:**

THAT, WHEREAS, 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 \_\_\_\_\_ 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, SUBDIVIDER desires the extension of the off site 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:** 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 "B" for identification, which main(s) and facilities, if any, are described and located as follows:

**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

ISSUED: June 30, 2023 Approved:  
EFFECTIVE: July 30, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. A-1

**APPENDIX**

**Form of New Subdivision Extension Deposit Agreement for Off Site Facilities:**

THIS AGREEMENT, entered into this \_day of \_\_\_\_\_, \_\_\_\_\_ by and between KENTUCKY AMERICAN WATER, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called "COMPANY", and \_\_\_\_\_, hereinafter called "SUBDIVIDER",

**WITNESSETH:**

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

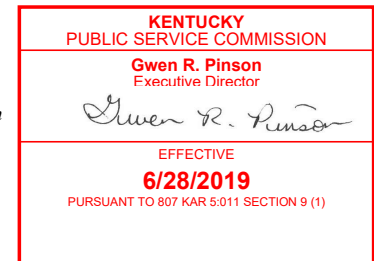
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ISSUED: November 28, 2018 Approved:  
EFFECTIVE: June 28, 2019

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502  
*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*



KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-2

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 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:** 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 \_\_\_\_\_, which sum is the presumed cost of installation of said off site main(s) and related facilities, if any, as determined under Section C(4) of Rule 10.3 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 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 the 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 \_\_\_\_\_, 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 beginning 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.

ISSUED: June 30, 2023 Approved:  
EFFECTIVE: July 30, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. A-2

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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:** 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 \_\_\_\_\_, which sum is the presumed cost of installation of said off site main(s) and related facilities, if any, as determined under Section C(4) of Rule 10.3 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 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 the 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 \_\_\_\_\_, 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 beginning 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.

ISSUED: November 28, 2018 Approved:  
EFFECTIVE: June 28, 2019

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b> <b>Gwen R. Pinson</b> Executive Director 
EFFECTIVE <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-3

**FIFTH:** SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing COMPANY, at such time, a listing of premises claimed to be additional premises; however, failure on the part of 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:** SUBDIVIDER will furnish to COMPANY immediately upon recordation thereof in the office of the \_\_\_\_\_ County Court five (5) copies of the final plat of said subdivision or units thereof as approved by the \_\_\_\_\_ Commission.

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

**EIGHTH:** This Agreement shall be valid and binding on COMPANY only when executed by its President.

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

**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 \_\_\_\_\_.

**ELEVENTH:** This Agreement is entered into pursuant to the legally established Rules and Regulations of 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 duplicate this the day and year first above written.

WITNESS: KENTUCKY AMERICAN WATER

ISSUED: June 30, 2023 Approved:  
EFFECTIVE: July 30, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. A-3

**FIFTH:** SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing COMPANY, at such time, a listing of premises claimed to be additional premises; however, failure on the part of 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:** SUBDIVIDER will furnish to COMPANY immediately upon recordation thereof in the office of the \_\_\_\_\_ County Court five (5) copies of the final plat of said subdivision or units thereof as approved by the \_\_\_\_\_ Commission.

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

**EIGHTH:** This Agreement shall be valid and binding on COMPANY only when executed by its President.

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

**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 \_\_\_\_\_.

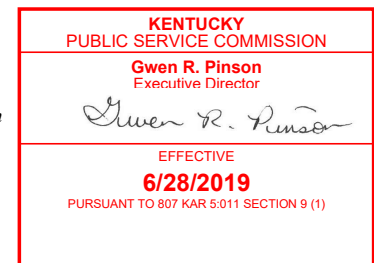
**ELEVENTH:** This Agreement is entered into pursuant to the legally established Rules and Regulations of COMPANY and the words, phrases and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference.

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

WITNESS: KENTUCKY AMERICAN WATER

ISSUED: November 28, 2018 Approved:  
EFFECTIVE: June 28, 2019

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502  
*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*



KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-4

By: \_\_\_\_\_  
(Director of Engineering)

\_\_\_\_\_  
(Date)

DEPOSITOR(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Title/Position)

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved: \_\_\_\_\_

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. A-4

By: \_\_\_\_\_  
(Director of Engineering)

\_\_\_\_\_  
(Date)

DEPOSITOR(S):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

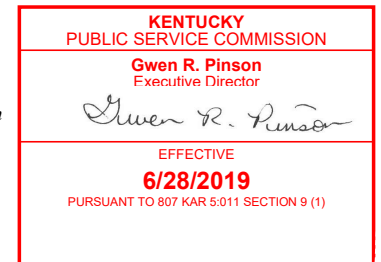
\_\_\_\_\_  
(Title/Position)

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved: \_\_\_\_\_

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019



KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-5

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. A-5

**Form of New Subdivision Extension Deposit Agreement for On Site Facilities:**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between KENTUCKY AMERICAN WATER, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called "COMPANY" and \_\_\_\_\_, hereinafter called "SUBDIVIDER",

**WITNESSETH:**

THAT, WHEREAS, 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 \_\_\_\_\_ 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, 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:** 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 main(s) and facilities, if any, are described and located as follows:

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

**Form of New Subdivision Extension Deposit Agreement for On Site Facilities:**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between KENTUCKY AMERICAN WATER, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called "COMPANY" and \_\_\_\_\_, hereinafter called "SUBDIVIDER",

**WITNESSETH:**

THAT, WHEREAS, 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 \_\_\_\_\_ 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, 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:

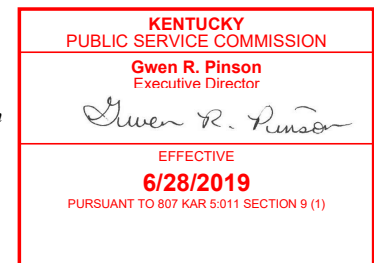
**FIRST:** COMPANY contracts and agrees to lay the water main(s) and other related facilities, if any, as shown in red on the plat attached hereto and made a part hereof, marked Exhibit 'A' for identification, which main(s) and facilities, if any, are described and located as follows:

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

*Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019*



KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-6

**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 date of deposit, SUBDIVIDER shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to 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:** 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 \_\_\_\_\_, which sum is the presumed cost of installation of said on-site mains and related facilities, if any, as determined under Section C(4) of Rule 10.3 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 10.3 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 the 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 \_\_\_\_\_, for each premises served within said subdivision (as said 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.

ISSUED: June 30, 2023 Approved:  
EFFECTIVE: July 30, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. A-6

**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 date of deposit, SUBDIVIDER shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to 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:** 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 \_\_\_\_\_, which sum is the presumed cost of installation of said on-site mains and related facilities, if any, as determined under Section C(4) of Rule 10.3 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 10.3 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 the 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 \_\_\_\_\_, for each premises served within said subdivision (as said 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.

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b> <b>Gwen R. Pinson</b> Executive Director 
EFFECTIVE <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-7

**FIFTH:** SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing COMPANY, at such time, a listing of premises claimed to be additional premises; however, failure on the part of 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 or 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 the 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 the 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,

ISSUED: June 30, 2023 Approved:  
EFFECTIVE: July 30, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. A-7

**FIFTH:** SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing COMPANY, at such time, a listing of premises claimed to be additional premises; however, failure on the part of 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 or 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 the 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 the 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,

ISSUED: November 28, 2018 Approved:  
EFFECTIVE: June 28, 2019

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

KENTUCKY  
PUBLIC SERVICE COMMISSION  
Gwen R. Pinson  
Executive Director  
*Gwen R. Pinson*  
EFFECTIVE  
6/28/2019  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-8

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 \_\_\_\_\_ five (5) copies of the final plat of said subdivision as approved by the \_\_\_\_\_.

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

**TENTH:** This Agreement shall be valid and binding on COMPANY only when executed by its Director of Engineering.

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

**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 \_\_\_\_\_.

**THIRTEENTH:** This Agreement is entered into pursuant to the legally established Rules and Regulations of 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 duplicate this the day and year first above written.

WITNESS: *KENTUCKY AMERICAN WATER*

By: \_\_\_\_\_  
(Director of Engineering)

\_\_\_\_\_  
(Date)

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023  
Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. A-8

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 \_\_\_\_\_ five (5) copies of the final plat of said subdivision as approved by the \_\_\_\_\_.

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

WITNESS: *KENTUCKY AMERICAN WATER*

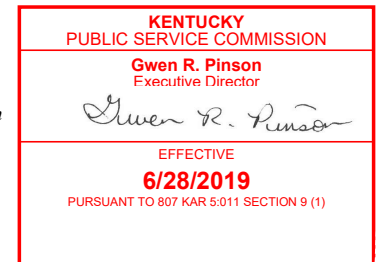
By: \_\_\_\_\_  
(Director of Engineering)

\_\_\_\_\_  
(Date)

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019  
Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019



KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-9

SUBDIVIDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Title/Position)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. A-9

SUBDIVIDER:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

WITNESS:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print or type name)

\_\_\_\_\_  
(Title/Position)

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved: \_\_\_\_\_

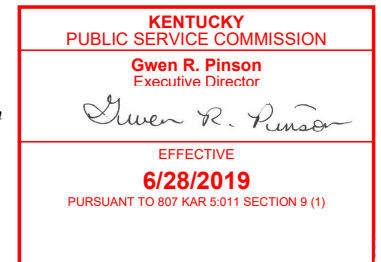
ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved: \_\_\_\_\_

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in  
Case No. 2018-00358 dated June 27, 2019



KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-10

**APPLICATION FOR SPECIAL CONNECTION**

Account No.	
Contract No.	
WBS Element No.	

This Application, made in duplicate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_,

hereinafter called the "APPLICANT", to KENTUCKY AMERICAN WATER, a Kentucky corporation located at 2300 Richmond Road, Lexington, Kentucky, 40502, hereinafter called the "WATER COMPANY."

The APPLICANT, upon the terms and conditions hereinafter set forth, hereby applies to the WATER COMPANY for a private service, consisting of the right to connect a service pipe to a \_\_\_\_\_ public water main on \_\_\_\_\_ in Lexington and attach to said service pipe the following fixtures and openings:

One (1) \_\_\_\_\_-inch fire service to \_\_\_\_\_ supply ; one \_\_\_\_\_-inch service line, post indicator and valve with all related fittings to supply a sprinkler system of approximately \_\_\_\_\_ sprinkler heads, covering approximately \_\_\_\_\_ square feet of \_\_\_\_\_ space;

all of which fixtures and openings to be located within or upon the premise of the APPLICANT abutting the street on which the said main of the WATER COMPANY is located.

In consideration for which privilege the APPLICANT agrees to be bound by all the terms and conditions of this Application and pay the WATER COMPANY for private fire protection service at the schedule of rates in effect from time to time during the rendition of such service.

The further terms and conditions upon which this Application may be accepted by the WATER COMPANY are as follows:

**FIRST:** That this Application and the acceptance thereof by the WATER COMPANY may be subject to the prior approval of the fire department having jurisdiction of the premises to be served.

**SECOND:** That the entire service system on APPLICANT's premises shall be subject to the inspection, test and approval of the WATER COMPANY, and the WATER COMPANY by its representatives, shall have the right to enter the premises of the APPLICANT at any reasonable time for the purpose of making such reasonable inspections as it may deem necessary, and to insure compliance with the terms and conditions of this Application.

**THIRD:** That all pipes and appurtenances shall be constructed and maintained in good condition by and at the expense of the APPLICANT.

**FOURTH:** That a fire line meter or detector device, approved by both the WATER COMPANY and the fire underwriters, will be required on \_\_\_\_\_

the service at a location approved by the WATER COMPANY. Such meter or device shall be installed and maintained by and at the cost and expense of the APPLICANT, but subject to the inspection and approval of the WATER COMPANY. The bypass meter only, used with the detector device, shall be furnished, installed and maintained by the WATER COMPANY at its cost and expense.

**FIFTH:** That a gate valve with the post indicator 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 WATER COMPANY, and shall be furnished, installed and maintained by and at the expense of the APPLICANT, and unless otherwise approved by the WATER COMPANY, said valve shall be installed in a valve pit or vault which shall also be furnished, installed and maintained by and at the expense of the APPLICANT.

**SIXTH:** That all hydrants and other fixtures connected to any private fire protection service system shall be kept closed and sealed, and not \_\_\_\_\_

opened or used except during times of fire or testing. Upon extinguishment of each fire or following each test, the APPLICANT shall immediately close such fixtures and notify the WATER COMPANY so that they may be sealed. Whenever a private fire protection service \_\_\_\_\_

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved: \_\_\_\_\_

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. A-10

**APPLICATION FOR SPECIAL CONNECTION**

Account No.	
Contract No.	
WBS Element No.	

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all of which fixtures and openings to be located within or upon the premise of the APPLICANT abutting the street on which the said main of the WATER COMPANY is located.

In consideration for which privilege the APPLICANT agrees to be bound by all the terms and conditions of this Application and pay the WATER COMPANY for private fire protection service at the schedule of rates in effect from time to time during the rendition of such service.

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the service at a location approved by the WATER COMPANY. Such meter or device shall be installed and maintained by and at the cost and expense of the APPLICANT, but subject to the inspection and approval of the WATER COMPANY. The bypass meter only, used with the detector device, shall be furnished, installed and maintained by the WATER COMPANY at its cost and expense.

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opened or used except during times of fire or testing. Upon extinguishment of each fire or following each test, the APPLICANT shall immediately close such fixtures and notify the WATER COMPANY so that they may be sealed. Whenever a private fire protection service \_\_\_\_\_

ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved: \_\_\_\_\_

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>  <b>Gwen R. Pinson</b> Executive Director  
EFFECTIVE <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-11

system is to be tested, the APPLICANT shall notify the WATER COMPANY at least two business days in advance of such proposed test, requesting approval of the method, day and hour on which it is to be made.

**SEVENTH:** That no antifreeze or any other substance not specifically approved by the Environmental Protection Agency as non-detrimental

to the public water supply, shall be introduced into sprinkling systems or into any pipe, fixture, appurtenance or other portion of the APPLICANT's private fire protection service system.

**EIGHTH:** That the APPLICANT understands and agrees that the extent of the rights of the APPLICANT under this Application is to receive, at

times of fire on said premises, such supply of water as shall then be available and no other or greater quantity. The APPLICANT further acknowledges and agrees the WATER COMPANY shall not be considered in any way or manner an insurer of property or persons, or to have undertaken, to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise, and the WATER COMPANY 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.

**NINTH:** That this Application does not contemplate uses of fixtures other than those shown on Exhibit A. Any waste of water or use of water

through this connection for purposes other than testing or the extinguishment of fire, shall be deemed a violation of the terms and conditions of this Application and of the rules, regulations and conditions of service of the WATER COMPANY.

**TENTH:** That if private fire hydrants are included as part of this Application, they shall be painted any color other than that adopted by the WATER COMPANY for public fire hydrants.

**ELEVENTH:** That the APPLICANT shall furnish, attach and make a part hereof marked Exhibit A, three (3) complete sets of drawings showing the pipes, pumps, valves, hydrants, sprinkler systems, hose outlets and connections, standpipes, tanks and other openings and appurtenances contemplated in this Application. Such drawings, which shall be stamped "Approved" by the Insurance Services Office or other comparable agency approved by the WATER COMPANY, must also show all other water supply systems and pipelines and appurtenances which are proposed or which may exist on the premises to be served.

**TWELFTH:** That no pipe, fixture or appurtenance connected with the private fire protection service served by this Application shall be connected with any pipe, fixture or appurtenance supplied with water from any other source, unless specifically approved in writing by the WATER COMPANY.

**THIRTEENTH:** That the APPLICANT agrees to obtain in writing in advance the approval of the WATER COMPANY for any change, alteration, addition or deletion contemplated in the pipes, fixtures, openings and appurtenances and uses herein specified. Notwithstanding the approval of the WATER COMPANY, APPLICANT agrees that, except for those facilities which the WATER COMPANY had specifically agreed to provide and maintain, APPLICANT is and will be solely responsible for the design, adequacy, function and maintenance of its private fire protection service system referred to in this Application.

**FOURTEENTH:** That the WATER COMPANY has the right to discontinue or disconnect the service pipe herein applied for, and to terminate service under this Application, after due written notice to the APPLICANT, for failure to pay any bill when due, for failure to supply information to WATER COMPANY about the service system when so requested in writing, for leakage within APPLICANT's system, for violation of any of the terms and conditions of this Application, or for any violation of its rules, regulations and conditions of service; and the WATER COMPANY also has the right to shut off all or any part of its facilities by the WATER COMPANY(1) if a condition dangerous or hazardous to life, physical safety or property exists, (2) upon order by any court, the Public Service Commission or other duly authorized public authority, (3) if fraudulent or unauthorized use of water by APPLICANT is detected, or if the WATER COMPANY's regulating or measuring equipment has been tampered with by the APPLICANT.

**FIFTEENTH:** That upon acceptance of this Application by the WATER COMPANY and the completion of the installation of the service applied for, this Application shall be in full force and effect as a contract and shall continue as such until cancelled by written notice given thirty (30) days in advance by the APPLICANT to the WATER COMPANY, except as otherwise provided in numbered paragraph (14) above.

**SIXTEENTH:** The acceptance of this Application by the WATER COMPANY must be executed by its Director of Engineering before same becomes effective.

**SEVENTEENTH:** If ownership of the property served by the service applied for herein changes, notice thereof shall be given to the WATER COMPANY within thirty (30) days and the new owner shall be identified by name, address and proper person to contact.

ISSUED: June 30, 2023  
EFFECTIVE: July 30, 2023

Approved:

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
First Sheet No. A-11

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ISSUED: November 28, 2018  
EFFECTIVE: June 28, 2019

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>  <b>Gwen R. Pinson</b> Executive Director  
EFFECTIVE <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 10  
Original Sheet No. A-12

**EIGHTEENTH:** That the APPLICANT or his agent is responsible for payment of the deposit for the estimated cost of construction to WATER COMPANY. To the extent there is any refund to be made at the end of the project after all costs are accrued, such refund will be paid to the APPLICANT by check made payable to the APPLICANT. To the extent that any amount is owed to WATER COMPANY at the end of the project after all costs are accrued, payment of such amounts is the responsibility of the APPLICANT. To the extent the APPLICANT owes any of the refunded amount to the contractors, APPLICANT agrees it is responsible for these amounts owed and that WATER COMPANY has no responsibility in that regard.

IN WITNESS WHEREOF, the APPLICANT has hereunto signed the day and year:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Witness Signature \_\_\_\_\_ Signature and Title of APPLICANT or Duly Authorized Representative \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Witness Signature \_\_\_\_\_ Chief of Fire Department \_\_\_\_\_

County/City of \_\_\_\_\_

WATER COMPANY hereby accepts the foregoing Application this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Witness Signature \_\_\_\_\_ Director of Engineering \_\_\_\_\_ Date \_\_\_\_\_

ISSUED: June 30, 2023 Approved:  
EFFECTIVE: July 30, 2023

ISSUED BY: /s/ Kathryn Nash  
Kathryn Nash  
President  
2300 Richmond Road, Lexington, KY 40502

KENTUCKY-AMERICAN WATER COMPANY

P.S.C. KY NO. 9  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Witness Signature \_\_\_\_\_ Signature and Title of APPLICANT or Duly Authorized Representative \_\_\_\_\_

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
Witness Signature \_\_\_\_\_ Chief of Fire Department \_\_\_\_\_

County/City of \_\_\_\_\_

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\_\_\_\_\_  
Witness Signature \_\_\_\_\_ Director of Engineering \_\_\_\_\_ Date \_\_\_\_\_

ISSUED: November 28, 2018 Approved:  
EFFECTIVE: June 28, 2019

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Issued by authority of an Order of the Public Service Commission in Case No. 2018-00358 dated June 27, 2019

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b> <b>Gwen R. Pinson</b> Executive Director 
EFFECTIVE <b>6/28/2019</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 4**

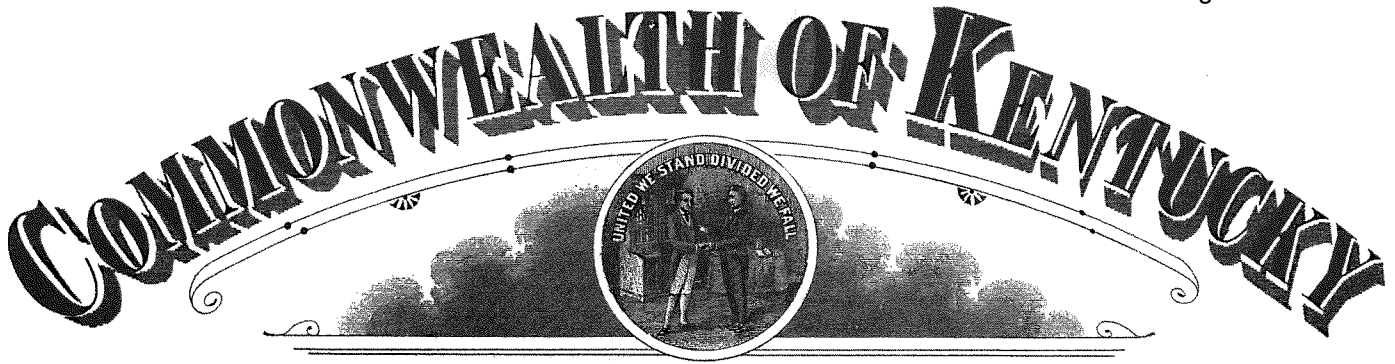
**Description of Filing Requirement:**

Certified copy of the Company's Articles of Incorporation with all Amendments.

**Response:**

See attached.

For electronic version, see [KAW\\_APP\\_EX04\\_063023.pdf](#).



**Michael G. Adams**  
**Secretary of State**

**Certificate**

I, Michael G. Adams, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

AMENDED AND RESTATED ARTICLES OF INCORPORATION OF  
KENTUCKY-AMERICAN WATER COMPANY FILED DECEMBER 6, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 27th day of June, 2023.



*Michael G. Adams*

Michael G. Adams  
Secretary of State  
Commonwealth of Kentucky  
dwilliams/0027327 - Certificate ID: 293266



<b>0027327.09</b>	amcray AMD
Alison Lundergan Grimes Kentucky Secretary of State	
Received and Filed: 12/6/2013 2:22 PM	
Fee Receipt: \$80.00	

**AMENDED AND RESTATED  
ARTICLES OF INCORPORATION  
OF  
KENTUCKY-AMERICAN WATER COMPANY**

The undersigned, Kentucky-American Water Company (the "Corporation"), hereby restates and amends in its entirety its Articles of Incorporation, as amended and duly adopted on November 22, 2013 pursuant to KRS 271B.10-030 by the affirmative vote of the shareholders of the Corporation entitled to vote. These Amended and Restated Articles of Incorporation shall be effective on the date approved by the Kentucky Secretary of State.

ARTICLE I

The name of the corporation is Kentucky-American Water Company (the "Corporation").

ARTICLE II

The registered agent of the Corporation is CT Corporation System, 306 W. Main Street, Suite 512, Frankfort, KY 40601. The Principal Office is 2300 Richmond Road, Lexington, KY 40502.

ARTICLE III

Current Article Language:

The capital stock which the Corporation shall be authorized to have is: Two million one hundred fifty thousand (2,150,000) shares consisting of 150,000 shares of Preference Stock, with a par value of \$100 each, for an aggregate par value of Fifteen Million dollars (\$15,000,000), and 2,000,000 shares of Common Stock, having no par value.

ARTICLE IV

The preferences, qualifications, limitations, restrictions, and the special and relative rights in respect of the shares of the Corporation's Preference and Common Stock are as follows:

**PREFERENCE STOCK**

- (1) The shares of Preference Stock may be divided into and issued in series from time to time, as herein provided. All shares of reference Stock of all series, whether now or hereafter created, shall be of equal rank and all shares of any particular series of Preference Stock shall be identical except as to the date or dates from which dividends on such shares shall be cumulative, as provided by subdivision (2) of this Preference Stock section of Article Four of the Corporation's Amended and Restated Articles of Incorporation. The shares of Preference Stock of different series, subject to any applicable provisions of law, may vary as to the following relative rights and preferences, and restrictions and qualifications thereof, which shall be fixed by the Corporation's Board of Directors, in the case of each series, at any time prior to the issuance of any shares thereof, in the manner provided in this subdivision (1):
  - (a) the distinctive designation of such series and the number of shares which shall constitute such series;
  - (b) the annual dividend rate on shares of such series, and the date or dates from which dividends on shares of such series shall be cumulative (hereinafter

- sometimes called the Date of Cumulation);
- (c) the price or prices at which, and the terms and conditions on which, the shares of such series may be redeemed by the Corporation (hereinafter sometimes called the Redemption Prices);
  - (d) the amount or amounts payable upon the shares of such series in the event of voluntary liquidation, dissolution or winding up to the affairs of the Corporation (hereinafter sometimes called the Voluntary Liquidation Price);
  - (e) whether or not the shares of such series shall be entitled to the benefit of a Sinking Fund to be applied to the purchase or redemption of shares of such series, and if so entitled, the amount of such fund and the manner of its application, including the price or prices at which the shares of such series may be redeemed or purchased through the application of such fund;
  - (f) whether or not the shares of such series shall be made convertible into shares of any other class or of any other series of the same or any other class or classes of stock of the Corporation, and if made so convertible the conversion price or prices, and the adjustments thereof, if any, at which such conversion may be made, and any other terms and conditions of such conversion;
  - (g) any other preferences, and relative, participating, option or other special rights qualifications, limitations or restrictions thereof so far as they are not inconsistent with the provision of Article Four of the Corporation's Amended and Restated Articles of Incorporation and to the full extent now or hereafter permitted by the laws of Kentucky.

Shares of Preference Stock shall be issued only as fully-paid and non-assessable shares.

(2) Dividends.

- (a) Out of any funds of the Corporation legally available therefor remaining after Accrued Dividends to the end of the then current quarterly dividend period upon the Preferred Stock of all series then outstanding shall have been paid or declared and a sum sufficient for the payment thereof set apart for such payment, and after the Corporation shall have complied with any Sinking Fund provisions with respect of any and all amount then or theretofore required to be set aside or applied in respect of any Sinking Funds for any series of Preferred Stock, then and not otherwise the holders of Preference Stock of each series shall, subject to the provisions of this Article Four of the Corporation's Amended and Restated Articles of Incorporation and the terms of any resolution of the Corporation's Board of Directors establishing and designating any series of the Preferred Stock and fixing and determining the relative rights and preferences thereof, be entitled to receive, when and as declared by the Board of Directors, dividends in cash at the rate per annum for such series fixed in accordance with subdivision (1) of this Preference Stock section of this Article Four, and no more, payable on the first days of January, April, July and October in each year (the quarterly period ending on the first day of such months, respectively, being herein designated as Dividend Periods), in each case from the Date of Cumulation of the particular shares of such series; provided that the initial dividend with respect to any particular shares of any series shall be payable on such of such dates as next succeeds the expiration of 30 days after the date of issue of the first shares of such series to be issued, unless otherwise determined by the Board of Directors in any resolution establishing and designating any series of Preference Stock and fixing and determining the relative rights and preferences thereof. Such dividends shall be

cumulative in the case of all particular shares of each particular series as follows: (i) as to shares issued on or prior to the record date of the first dividend on shares of such series, the Date of Cumulation shall be as fixed for this purpose as provided in subdivision (1) above; (ii) as to shares issued during the period commencing the day after the record date for a dividend on shares of such series and terminating on the ensuing date of payment for such dividend, the Date of Cumulation shall be said date of payment; and (iii) as to shares issued any other time, the Date of Cumulation shall be the date of payment next preceding the date of issue of such shares, except if any shares are issued on a quarterly dividend payment date, the Date of Cumulation shall be such date. In addition (whether or not in any Dividend Period or Periods there shall be funds of the Corporation legally available for the payment of such dividends), if at any time accrued dividends upon the outstanding Preference Stock of all series to the end of the then current Dividend Period shall not have been paid or declared and a sum sufficient for the payment thereof set apart for such payment, the amount of the deficiency shall be fully paid, but without interest, or dividends in such amount declared on each such series and a sum sufficient for the payment thereof set apart for such payment, before any sum or sums shall be set aside for or applied to the purchase, redemption, Sinking Fund or other acquisition of Preference Stock of any series and before any dividend shall be declared or paid upon or set apart for, or any other distribution shall be orders or made in respect of, Subordinate Stock and before any shares of Subordinate Stock shall be purchased, redeemed, or otherwise acquired by the Corporation.

- (b) No dividends shall be declared or paid on any particular series of Preference Stock to the exclusion of any other series thereof and all dividends declared on the Preference Stock of the respective series outstanding shall be declared pro rate, so that the amount of the dividend declared on any particular series of the Preference stock shall be in the proportion that the annual dividend requirements of the shares of such series bear to the total annual dividend requirements of the Preference Stock of all series at the time outstanding.
- (3) Preference on Liquidation. In the event of any liquidation or dissolution or winding up of the Corporation, voluntary or involuntary, after there shall have been paid or set aside in cash for the holders of the Preferred Stock of all series then outstanding the full preferential amounts to which they are entitled under the provisions of Article Four of the Corporation Amended and Restated Articles of Incorporation, the holders of the Preference Stock of each series shall be entitle to receive, out of the Corporations available for distribution to its stockholders, before any distribution of assets shall be made to the holders of Subordinate Stock, (i) if such liquidation, dissolution or winding up shall be involuntary, the sum of \$100 per share plus Accrued Dividends thereon to the Date of Final Distribution to the holders of the Preference Stock, and (ii) if such liquidation, dissolution or winding up shall be voluntary, the Voluntary Liquidation Price to the holders of the Preference Stock; and the holders of the Subordinate Stock shall be entitled, to the exclusion of the holders of the Preference Stock of any and all series, to share in all the assets of the Corporation then remaining as hereinafter provided. If upon any liquidation or dissolution or winding up of the Corporation the net assets of the Corporation shall be insufficient to pay the holders of all outstanding shares of the Preference Stock the full amounts to which they respectively shall be entitled, the holders of shares of Preference Stock of all series shall share ratably in any distribution

of assets according to the respective amounts which would be payable in respect to the shares held by them upon such distribution of all amounts payable on or with respect to the Preference Stock of all series were paid in full. Neither the merger nor consolidation of the Corporation into or with any other corporation, nor the merger or consolidation of any other corporation into or with the Corporation, nor a sale, transfer or lease of all or part of the assets of the Corporation, shall be deemed to be a liquidation, dissolution or winding up of the Corporation.

(4) Sinking Fund. Out of any funds of the Corporation legally available therefor remaining after Accrued Dividends to the end of the then current dividend period upon the Preferred Stock and the current Dividend Period upon the Preference Stock of all series then outstanding shall have been paid or declared and a sum sufficient for the payment thereof set apart for such payment, and after there have been set aside any sums with respect to any Sinking Funds for any series of Preferred Stock, and before any dividends shall be declared or paid upon or set apart for, or any other distribution shall be ordered or made in respect of, Subordinate Stock and before any dividends shall be declared or paid upon or set apart for, or any other distribution shall be ordered or made in respect of Subordinate Stock and before any shares of Subordinate Stock shall be purchased, redeemed or otherwise acquired by the Corporation, the Corporation shall set aside, in respect of each series of Preference Stock any shares which shall at the time be outstanding and in respect of which a Sinking Fund for the purchase or redemption thereof has been provided in accordance with this Preference Stock section of this Article Four, the sum or sums then or theretofore required to be set aside as a Sinking Fund, to be applied in the manner specified in the provisions creating such fund.

(5) Redemption.

(a) The Preference Stock, of all or any series, or any part thereof, at any time outstanding may, subject to any applicable restrictions with respect to the redemption of shares ranking junior to the Preferred Stock as to dividends or assets, be redeemed by the Corporation, at its election expressed by resolution of the Board of Directors, at any time or from time to time (which time, when fixed in each case and specified in the notice of redemption, is hereinafter called the Redemption Date), upon not less than 30 days previous notice to the holders of records of the Preference Stock to be redeemed, given by mail in such manner as may be prescribed by resolution of the Board of Directors (but not inadvertent failure to give such notice or any defect in the notice or giving thereof shall affect the validity of the proceedings for such redemption), at the Redemption Price then applicable to the Preference Stock to be redeemed, plus Accrued Dividends thereon to the redemption date; provided, however, that less than all the Preference Stock of all series there outstanding may be redeemed only after Accrued Dividends to the end of the then current Dividend Period upon the Preference Stock of all series then outstanding (other than the shares to be redeemed) shall have been paid or declared and a sum sufficient for the payment thereof set apart for such payment, and all Sinking Fund payment requirements with respect to the Preference Stock have been met. If less than all the outstanding Preference Stock of any series is to be redeemed, the selection of shares for redemption may be made either by lot or pro rate in such manner as may be prescribed by resolution of the Board of Directors. The Corporation may, if it shall so elect, deposit the amount of the Redemption Price plus such Accrued Dividends for the account of the holders of Preference Stock entitle thereto with a bank or trust corporation doing business in the

Commonwealth of Kentucky, and having capital and surplus of at least \$5,000,000, at any time prior to the Redemption Date (the date of such deposit being hereinafter in this subdivision (5) referred to as the Date of Deposit).

- (b) Notice of the Corporation's election to make such deposit including the Date of Deposit and the name and address of the bank or trust corporation with which the deposit has been or will be made, shall be included in the notice of redemption. On and after the Date of Deposit (unless default shall be made by the Corporation in providing moneys for the payment of the Redemption Price, plus such Accrued Dividend, pursuant to the notice of redemption), all dividends on the Preference Stock so called for redemption shall cease to accrue, and, notwithstanding that any certificate for shares of Preference Stock so called for redemption shall not have been surrendered for cancellation, the shares represented thereby shall no longer be deemed outstanding and all rights of the holders thereof as stockholders of the Corporation shall cease and terminate, except the right to receive the Redemption Price, plus such accrued Dividends, as hereinafter provided and except any conversion rights not theretofore expired. Such conversion rights, however, in any event shall cease and terminate upon the Redemption Date or upon any earlier date duly fixed for the termination of such rights. At any time on or after the Redemption Date, or if the Corporation shall elect to deposit their moneys for such redemption as herein provided, then at any time on or after the Date of Deposit, which time shall be specified by the Corporation in the notice of redemption but shall not be later than the Redemption Date, the respective holders of record of the Preference Stock to be redeemed shall be entitled to receive the Redemption Price, plus such Accrued Dividends, upon actual delivery to the Corporation or, in the event of such deposit, to the bank or trust corporation with which such deposit shall be made, or certificates for the shares to be redeemed, such certificates, if required, to be properly stamped for transfer and duly endorsed in blank. Any moneys so deposited which shall remain unclaimed by the holders of such Preference Stock at the end of two years after the Redemption Date shall be paid by such bank or trust corporation to the Corporation; provided, however, that all moneys so deposited which shall not be required for such redemption because of the exercise of any right of conversion shall be returned to the Corporation forthwith. Any interest accrued on moneys so deposited shall be paid to the Corporation from time to time.

(4) Restrictions on Certain Corporate Action; Other Voting Rights.

- (a) So long as any shares of Preference Stock are outstanding, the consent of the holders of at least two-thirds, of the Preference Stock at the time outstanding, given in person or by proxy, either in writing without a meeting (if permitted by law) or by vote at any meeting called for the purpose, shall be necessary for effecting or validating any amendment, alteration or repeal of the Amended and Restated Articles of Incorporation, or By-laws of the Corporation which would:
- (i) alter or change the preferences, special rights, or powers given to the Preference Stock so as to affect them adversely, or
  - (ii) increase the authorized number of, or increase or decrease the authorized number of shares of Preferred Stock, or
  - (iii) create any new class of stock ranking on a parity with or having preference over the Preference Stock as to dividends or assets, or create any obligating or security of the Corporation convertible into

or exchangeable for shares of stock of any class having such preference over the Preference Stock; provided, however, that if such amendment, alteration or repeal affects adversely the preferences. Special rights or powers given one or more but not all series of Preference Stock at the time outstanding, only the consent of the holders of at least two-thirds of all series so affected, voting together, shall be required; and provided, further that the amendment of the Amended and Restated Articles of Incorporation to create, or increase or decrease the authorized number of shares of, any Subordinate Stock or any obligation or security of the Corporation convertible into any such stock shall not be deemed to affect adversely the preferences, special rights or powers of the Preference Stock.

- (b) If and whenever the dividends on the Preference Stock, regardless of series, shall be in arrears and such arrears shall aggregate an amount equal to or in excess of eight (8) quarterly dividends upon such stock, the number of directors then constituting the Board of Directors shall be increased by one and the holders of the Preference Stock, voting separately as a class, shall be entitled, at any annuals meeting of the stockholder or at a special meeting of the holders of the Preference Stock called as hereinafter provided, to elect the additional directors. Whenever all arrears in dividends on the Preference Stock then outstanding shall have been paid and dividends thereon for the current quarterly Dividend Period shall have been paid or declared and set aside for payment, then the rights of the holders of the Preference Stock to elect such additional director shall cease, but subject to the same provisions for the vesting of such voting rights in the case of any similar future arrearages in dividends, and the term of office of the person elected as a director by the holders of the Preference Stock shall be reduced accordingly.

At any time after such voting power shall have been vested in the Preference Stock, the Secretary of the Corporation may, and upon written request of the holders of record of ten percent (10%) or more in amount of the Preference stock then outstanding, addressed to him at the principal office of the Corporation, shall, call a special meeting of the holders of the Preference Stock for the selection of the one director to be elected by them as herein provided, to be held within thirty (30) days after such call and at the place and upon the notice provided by law or by the By-laws of the Corporation for the holding of meetings of stockholders. If any such special meeting required to be called as above provide shall not be called by the Secretary within twenty (20) days after receipt of any such request, then the holders of record of ten percent (10%) or more in amount of the Preference Stock then outstanding may designate in writing one of their number to call such meeting, and the person so designated may call such meeting to be held at the place and upon the notice above provided, and for that propose shall have access to the stock books of the Corporation. If any such special meeting shall be called as above provided and if the holders of at least a majority of the Preference Stock then outstanding shall be present or represented by proxy at such meeting or any adjournment thereof, then the holders of at least a majority of the Preference Stock present or so represented at such meeting shall be entitle to elect the additional director above provided for. The director elected at any such special meeting

shall hold office until the next annual meeting of the stockholders, unless his term of office shall sooner terminate as provided hereinabove. In case any vacancy shall occur with respect to the director elected by the holders of the Preference Stock, such directorship shall remain vacant unless the holders of record of ten percent (10%) or more of the Preference Stock shall request in writing a special meeting of said holder to fill said vacancy pursuant to the terms of this subdivision 6(b) at which meeting said vacancy will be so filled.

At any annual meeting of stockholders, the holders of at least a majority of the Preference Stock then outstanding, present or represented by proxy, shall constitute a quorum for the purpose of election of such additional director and the holders of at least a majority of the Preference Stock present or so represented at such meeting shall be entitled to elect the additional director above provided for.

- (c) Except when required by law and as provided in subdivision 6(a)(i) hereof, whenever two or more series of Preference Stock are outstanding, no particular series of Preference Stock shall be entitled to vote or consent as a separate series shall be deemed to constitute but one class for any purpose for which a vote or consent of the stockholders by classes may now or hereafter be required.
- (d) Holders of Preference Stock shall not be entitled to receive notice of any meeting of stockholders at which they are not entitled to vote or consent, except as otherwise required by law.

(5) No Subscription or Preemptive Rights.

- (a) No holder of the Preference Stock shall, as such holder, have any right to purchase or subscribe for (i) any stock of any class, or any warrant or warrants, option or options or other instrument or instruments that shall confer upon the holder or holders that of the right to subscribe for or purchase or receive from the Corporation any stock of any class or classes which the Corporation may issue or sell, whether or not such stock shall be convertible into or exchangeable for any other stock of the Corporation of any class or classes and whether or not such stock shall be unissued shares authorized by the Amended and Restated Articles of Incorporation or by any amendment thereto or shares of stock of the Corporation acquired by it after the issue thereof, or (ii) any obligation which the Corporation may issue or sell that shall be convertible into or exchangeable for any shares of stock of the Corporation of any class or classes, or to which shall be attached or appurtenant any warrant or warrants, option or options or other instrument or instruments that shall confer upon the holder or holders of such obligation the right to subscribe for or purchase or receive from the Corporation any shares of its stock of any class or classes.
- (b) Upon any issue for money or other consideration of any stock of the Corporation that may be authorized from time to time no holder of stock, irrespective of the kind of such stock, shall have any preemptive or other right to subscribe for, purchase or receive any proportionate or other share of the stock so issued, but the Board of Directors may dispose of all or any portion of such stock as and when it may determine free of any such rights, whether by

offering the same to stockholders or by sale or other disposition as said Board may deem advisable.

(8) Definitions.

- (a) The term "Subordinate Stock" as used in this Preference Stock section of this Article Four shall be deemed to mean all stock of any class of the Corporation ranking junior to the Preference Stock as to dividends or assets;
- (b) The term "Sinking Fund" shall mean any fund or requirement for the periodic retirement of shares;
- (c) The term "Accrued Dividends", with respect to any share of any series of Preferred and Preference Stock, shall mean an amount computed at the annual dividend rate for the series of which the particular share is a part, from the date on which dividends on such share become cumulative (called the "Date of Cumulation" with respect to the Preference Stock" to and including the date to which such dividends are to be accrued, less the aggregate amount of all dividends theretofore paid thereon;
- (d) The term "Date of Final Distribution" shall mean the date on which distribution or payment in liquidation is actually made to the holders of Preference Stock; but if written notice of the terms and manner of distribution or payment shall have been mailed to the holders of Preference Stock by the Corporation (or by a receiver, trustee or other liquidator of the Corporation) at least five days prior to the date on which such distribution or payment shall be made available to such holders against surrender of their certificates, then the term "Date of Final Distribution" shall mean the date on which such distribution or payment has been made available to such holders against surrender of their certificates.

COMMON STOCK

- (1) Dividends. Out of any assets of the Corporation legally available therefor remaining after Accrued Dividends to the end of the then current dividend period upon the Preferred Stock and Preference Stock of all series then outstanding shall have been paid or declared and the sum sufficient for the payment thereof set apart for such payment, and after setting aside the sum or sums there or theretofore required to be set aside as a Sinking Fund provided for any one or more series of the Preferred Stock and Preference Stock, then and not otherwise the holders of Common Stock shall, subject to the provisions of this Article Four of the Corporation's Amended and Restated Articles of Incorporation and of the terms of any resolution of the Board of Directors establishing and designating any series of the Preferred Stock or Preference Stock and fixing and determining the relative rights and preferences thereof, be entitled to receive such dividends as may from time to time be declared by the Board of Directors.
- (2) Liquidation. In the event of any liquidation, dissolution or winding up of the Corporation, after there shall have been paid or set aside in case for the holders of the Preferred Stock and Preference Stock the full preferential amounts to which they are entitled under the provisions of this Article Four of the Corporation's Amended and Restated Articles of Incorporation, the holders of the Common Stock shall be entitled to receive pro rata all of the remaining assets of the Corporation available for distribution to its stockholders.
- (3) Voting Rights; Cumulative Voting. At all meetings of the stockholders, every registered holder of Common Stock shall be entitled to vote and shall have one vote for each share standing in his name on the books of the Corporation on any record date fixed for such



purpose or, if no such date be fixed, on the date of such meeting; provided that (so long as the laws of Kentucky shall so require) in all elections for directors, such stockholder shall have the right to cast as many votes in the aggregate as he shall be entitled to vote hereunder multiplied by the number of directors to be elected at such election, and he may cast the whole number of votes for one candidate, or distribute such votes among two or more candidates.

#### ARTICLE V

##### 8.47% SERIES PREFERENCE STOCK

45,000 shares, with a par value of \$100 per share (herein sometimes referred to as the "8.47% Series")

The rights and preferences, and restrictions and qualification thereof, of the 8.47% Series, in addition to those set forth with respect to the Preference Stock in Article Four of the Charter and Articles of Incorporation of the Corporation, as amended (the Amended and Restated Articles of Incorporation as so amended being referred to as the "Amended and Restated Articles of Incorporation"), are hereby fixed as follows:

- (a) The annual dividend rate payable on shares of the 8.47% Series shall be 8.47% of the par value of said shares, and no more, and the Date of Cumulation (as defined in Article Four of the Amended and Restated Articles of Incorporation) on all shares of the 8.47% Series issued prior to the record date for the first dividend shall be the date of issuance.
- (b) (i) The shares of the 8.47% Series shall not be redeemable prior to December 1, 2001 at the option of the Corporation.  
  
(ii) The shares of the 8.47% Series may be redeemed at any time, or from time to time, on or after December 1, 2001 at the option of the Corporation, in whole or in part, upon payment of a redemption price equal to the sum of (1) \$100 per share plus (2) Accrued Dividends (as defined in Article Four of the Amended and Restated Articles of Incorporation) thereon to the date of redemption plus (3) a premium equal to the Make-Whole Premium (hereinafter defined).

The Make-Whole Premium shall be determined five (5) business days prior to the date fixed for redemption. Notice of the Make-Whole Premium, if any, together with the calculations, in reasonable detail, used to determine any such premium shall be given to each holder of the 8.47% Series on the day it is determined, by telecopy or other same-day communication.

"Make-Whole Premium" shall mean, in connection with any redemption, the excess, if any, of (i) the aggregate present value as of the date of such redemption of the par value of the shares of the 8.47% Series being redeemed and the amount of dividends (exclusive of dividends accumulated to the date of redemption) that would have been payable in respect of such shares if such redemption had not been made (assuming all such shares would otherwise be redeemed on December 1, 2036), said present value to be determined by discounting such amount at the Reinvestment Rate (hereinafter defined) from the respective dates on which such amounts would have been payable, over (ii) 100% of the par value of the outstanding shares of the 8.47% Series being redeemed if the Reinvestment Rate is equal to or higher than 8.47%, the Make-Whole

Premium shall be zero.

"Reinvestment Rate" shall mean the sum of (i) 0.4% plus (ii) the arithmetic mean of the yields under the respective headings "This Week" and "Last Week" published in the Statistical Release (hereinafter defined) under the caption "Treasury Constant Maturities" for the maturity date of December 1, 2036. If no maturity exactly corresponds to such date, yields for the two published maturities most closely corresponding to such date shall be calculated pursuant to the immediately preceding sentence and the Reinvestment Rate shall be interpolated or extrapolated from such yields on a straight-line basis, rounding in each of such relevant periods to the nearest month. For the purposes of calculating the Reinvestment Rate, the most recent Statistical Release published prior to the date of determination of the premium hereunder shall be used.

"Statistical Release" shall mean the statistical release designated "H.15(519)" or any successor publication which is published weekly by the Federal Reserve System and which establishes yields on actively traded United States Government Securities adjusted to constant maturities or, if such statistical release is not published at the time of any determination hereunder, then such other reasonably comparable index which shall be designated by the holders of not less than 66-2/3% of the outstanding shares of the 8.47% Series.

(iii) In addition to the option to redeem granted to the Corporation in clause (ii) of this subparagraph (b), at any time during the period of twelve (12) consecutive calendar months beginning on December 2, 2001 and ending November 30, 2012 both date inclusive, and during each like period of twelve (12) consecutive calendar months thereafter so long as any shares of the 8.47% Series remain outstanding, the Corporation may at its option redeem up to and including, but not exceeding, four thousand five hundred (4,500) shares of the 8.47% Series at a redemption price equal to the sum of (1) \$100 per share plus (2) Accrued Dividends thereon to the date of redemption; provided, however, that the option of the Corporation to redeem up to and including, but not exceeding, four thousand five hundred (4,500) shares of the 8.47% Series during each such twelve (12) consecutive calendar month period at such redemption price shall not be cumulative and any shares redeemed during such period in excess thereto shall be redeemed at the redemption price specified in clause (ii) of this subparagraph (b).

(iv) If less than all outstanding shares of the 8.47% Series shall be redeemed at any time or times pursuant to the provisions of either clause (ii) or clause (iii) of this subparagraph (b), the shares to be redeemed shall be selected on a pro rata basis as nearly as practicable, in full shares only, according to the number of outstanding shares of the 8.47% Series held by each holder thereof.

(v) The Voluntary Liquidation Price (as defined in Article Four of the Amended and Restated Articles of Incorporation) for shares of the 8.47% Series shall be the sum of (1) \$100 per share plus (2) Accrued Dividends to the date of redemption.

(vi) All then outstanding shares of the 8.47% Series shall be redeemed by the Corporation on December 1, 2036 at a redemption price equal to the sum of (1) \$100 per share plus (2) Accrued Dividends thereon to the date of redemption; from and after December 1, 2036 and until the first to occur of (a) the date on which all such shares have been redeemed or (b) the date of Deposit (as defined in subdivision (5) of Article

Four of the Amended and Restated Articles of Incorporation) for the redemption of all such shares (assuming that proper notice of redemption and deposit of moneys has been made by the Corporation in compliance with Article Four of the Amended and Restated Articles of Incorporation), no dividend shall be paid or declared (except dividends payable solely in the Common Stock of the Corporation), nor shall any other distribution be made, on any Subordinate Stock (as defined in Article Four of the Articles of Incorporation) of the Corporation, nor shall any shares of Subordinated Stock be purchased or otherwise acquired for value by the Corporation.

- (c) There shall not be any sinking, purchase or analogous fund for the redemption of the shares of the 8.47% Series.
- (d) The holders of shares of the 8.47% Series shall have no rights of conversion, exchange or participation, nor any other preferences, or relative, participating, option or other special rights, qualifications, limitations or restrictions other than those specified therein and in the Articles of Incorporation, as amended.

#### ARTICLE VI

The duration of the Corporation is perpetual.

#### ARTICLE VII

The Corporation is formed for the following purposes:

To purchase, erect and maintain water and wastewater works and to supply water for public and private purposes;

To supply water and wastewater services for public and private purposes in the State of Kentucky as it deems appropriate for its purposes;

To purchase, lease, take or otherwise acquire and own, use, hold, sell, exchange, convey, lease, mortgage, work, improve, develop, subdivide, cultivate and otherwise handle, dispose of and deal in real estate, real property and any interest or right therein and to contract for and engage the services of other parties for the purpose of carrying on the same;

To perform all functions, reasonably attendant to implementing those purposes, to do anything necessary and proper for the accomplishment of those objects or necessary or incidental to the attainment of the purposes of the Corporation, and to exercise any powers which are granted to Corporations organized under The Business Corporation Law of Kentucky, as amended from time to time;

These are objects and purposes of the Corporation, and are not a limit, restraint or restriction in any manner on its powers.


ARTICLE VIII

The business of the Corporation shall be transacted within such counties within the State of Kentucky.

ARTICLE IX

The business of the Corporation shall be managed under the direction of a board of directors. Except as otherwise set forth in these Amended and Restated Articles of Incorporation, the number of directors shall be such as from time to time fixed by or in the manner provided in the By-laws, and such number may be altered from time to time in the manner provided in the By-laws or by amendment thereof adopted by the Board of Directors.

Kentucky-American Water Company

By   
Cristy Wheeler  
Secretary

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 5**

**Description of Filing Requirement:**

Certificate of Good Standing

**Response:**

Please see attached for Certificate of Good Standing.

For electronic version, see KAW\_APP\_EX05\_063023.pdf.

**Commonwealth of Kentucky**  
**Michael G. Adams, Secretary of State**

Michael G. Adams  
Secretary of State  
P. O. Box 718  
Frankfort, KY 40602-0718  
(502) 564-3490  
<http://www.sos.ky.gov>

**Certificate of Existence**

Authentication number: 292881

Visit <https://web.sos.ky.gov/ftsshow/certvalidate.aspx> to authenticate this certificate.

I, Michael G. Adams, Secretary of State of the Commonwealth of Kentucky, do hereby certify that according to the records in the Office of the Secretary of State,

**KENTUCKY-AMERICAN WATER COMPANY**

is a corporation duly incorporated and existing under KRS Chapter 14A and KRS Chapter 271B, whose date of incorporation is September 15, 1927 and whose period of duration is perpetual.

I further certify that all fees and penalties owed to the Secretary of State have been paid; that Articles of Dissolution have not been filed; and that the most recent annual report required by KRS 14A.6-010 has been delivered to the Secretary of State.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 20<sup>th</sup> day of June, 2023, in the 232<sup>nd</sup> year of the Commonwealth.



*Michael G. Adams*

Michael G. Adams  
Secretary of State  
Commonwealth of Kentucky  
292881/0027327

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 6**

**Description of Filing Requirement:**

Certified Copy of a Certificate of Assumed Name

**Response:**

Please see attached.

For electronic version, see [KAW\\_APP\\_EX06\\_063023.pdf](#).



**Commonwealth of Kentucky**  
**Office of the Secretary of State**  
Suite 156, State Capitol  
Frankfort, KY 40602

Michael G. Adams  
Secretary of State

(502) 564-3490  
Fax (502) 564-5687

**Records Request Receipt**

MOLLY VAN OVER  
KENTUCKY-AMERICAN WATER COMPANY  
2300 RICHMOND ROAD  
LEXINGTON KY 40502

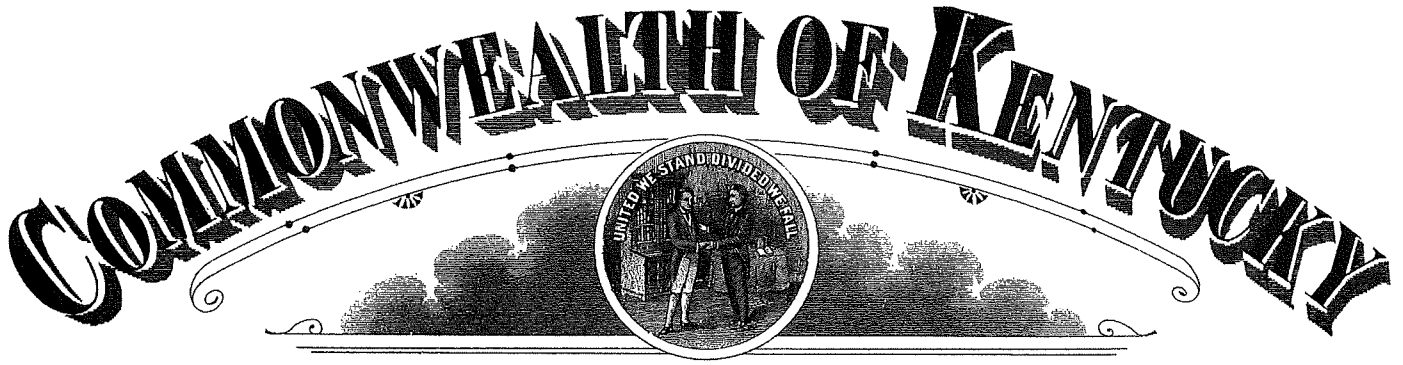
Records Request ID: 129081  
Customer ID: 65628  
Date: Thursday, June 22, 2023  
Total Amount: \$10.00  
Total Amount Paid (to Records): \$10.00  
Corporate Records Balance: \$0.00

Payments Received:  
Amount: \$10.00, Method: Credit card

All charges have been paid in full. The documents requested are listed below.

KENTUCKY-AMERICAN WATER COMPANY (0027327.09.99998)		
Document	Pages/Quantity	Cost
Certified Copies (\$10.00 plus \$0.50 per page after 5 pages)	1 page	\$10.00





**Michael G. Adams**  
**Secretary of State**

**Certificate**

I, Michael G. Adams, Secretary of State for the Commonwealth of Kentucky, do hereby certify that the foregoing writing has been carefully compared by me with the original thereof, now in my official custody as Secretary of State and remaining on file in my office, and found to be a true and correct copy of

CERTIFICATE OF RENEWAL OF ASSUMED NAME OF KENTUCKY-AMERICAN WATER WITH KENTUCKY-AMERICAN WATER COMPANY FILED JUNE 20, 2023.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal at Frankfort, Kentucky, this 22nd day of June, 2023.



*Michael G. Adams*

Michael G. Adams  
Secretary of State  
Commonwealth of Kentucky  
kdcoleman/0027327 - Certificate ID: 293079

26659309

**Commonwealth of Kentucky**  
**Michael G. Adams, Secretary of State**

0027327  
Michael G. Adams  
KY Secretary of State  
Received and Filed  
6/20/2023 3:15:46 PM  
Fee receipt: \$20.00

Michael G. Adams  
Secretary of State  
P. O. Box 718  
Frankfort, KY 40602-0718  
(502) 564-3490  
<http://www.sos.ky.gov>

**Certificate of Renewal of  
Assumed Name**

**RAN**

Pursuant to the provisions of KRS 365.015(4), the undersigned hereby applies to renew an assumed name, and for that purpose, submits the following statements:

1. This certifies that the assumed name of the business entity is:

**KENTUCKY AMERICAN WATER**

2. The assumed name is being renewed by:

**KENTUCKY-AMERICAN WATER COMPANY**

4. The business entity is organized and existing in the state or country of

**KY.**

4. The mailing address of the business entity is:

**2300 RICHMOND RD., LEXINGTON KY 40502**

5. I declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

**Molly M. Van Over**

6/20/2023

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 7**

**Description of Filing Requirement:**

Customer Notices

**Response:**

Please see attached.

For electronic version, see KAW\_APP\_EX07\_063023.pdf.

**NOTICE**

Kentucky-American Water Company ("Kentucky American Water") expects to file on June 30, 2023, an application with the Kentucky Public Service Commission proposing to increase annual water service revenues by approximately 22.7%, net of Qualified Infrastructure Program ("QIP") revenues. The proposed annual revenue increases by customer classification are: Residential - \$14,130,047 (22.8%); Commercial - \$6,986,508 (23.4%); Industrial - \$683,834 (23.8%); Other Public Authority - \$1,760,344 (23.6%); Sales for Resale - \$267,017 (20.8%); Private Fire Service and Hydrants - \$851,837 (24.1%); Public Fire Hydrants - \$1,159,966 (23.6%); Miscellaneous ("Bulk Sales of Water through Loading Stations") - \$23,616 (22.2%). The proposed effective date of rates is for service rendered on and after July 30, 2023. Kentucky American Water has requested proposed rates be implemented to all customer classifications as shown below:

**Average Monthly Bills:**

	<u>Monthly Usage</u>	<u>Current Average Bill</u>	<u>Proposed Average Bill</u>	<u>\$ Change</u>	<u>% Change</u>
Residential (5/8")	3,800 gallons	\$40.77	\$49.73	\$8.96	22% Increase
Commercial (5/8")	35,516 gallons	221.05	271.31	50.26	23% Increase
Industrial (2")	1,832,715 gallons	8,855.93	10,881.20	2,025.27	23% Increase
Other Public Authority (2")	129,391 gallons	818.28	1,002.26	183.98	22% Increase
Sales for Resale (6")	1,183,706 gallons	6,369.81	7,807.22	1,437.41	23% Increase
Miscellaneous (1")	12,000 gallons	85.67	104.34	18.67	22% Increase
Private Fire Hydrant	N/A	84.66	104.30	19.64	23% Increase
Public Fire Hydrant	N/A	53.85	66.00	12.15	23% Increase
Private Fire Line (6")	N/A	87.76	107.90	20.14	23% Increase

**Proposed Rate Increase for all customers:****Monthly Service Charge by Meter Size:**

<u>Meter Size</u>	<u>Present Rate</u>	<u>Proposed Rate</u>	<u>Change</u>	<u>% Increase</u>
5/8"	\$ 15.00	\$ 20.00	\$ 5.00	33%
3/4"	22.40	29.80	7.40	33%
1"	37.30	49.60	12.30	33%
1 1/2"	74.70	99.40	24.70	33%
2"	119.50	158.90	39.40	33%
3"	224.00	297.90	73.90	33%
4"	373.40	496.60	123.20	33%
6"	746.70	993.10	246.40	33%
8"	1,194.70	1,589.00	394.30	33%

**Consumption Charges:**

	<u>Current Rate</u>		<u>Proposed Rate</u>		<u>\$ Change</u>		<u>% Increase</u>
	<u>Per 1000 Gallons</u>	<u>Per 100 Gallons</u>	<u>Per 1000 Gallons</u>	<u>Per 100 Gallons</u>	<u>Per 1000 Gallons</u>	<u>Per 100 Gallons</u>	
Residential	\$5.7570	\$0.57570	\$7.8249	\$0.78249	\$2.0679	\$0.20679	36%
Commercial	5.2066	0.52066	7.0760	0.70760	1.8694	0.18694	36%
Industrial	4.3050	0.43050	5.8505	0.58505	1.5455	0.15455	36%
Other Public Authority	4.7960	0.47960	6.5179	0.65179	1.7219	0.17219	36%
Sales for Resale	4.2360	0.42360	5.7566	0.57566	1.5206	0.15206	36%
Miscellaneous	<u>Per 100 Gallons</u>	<u>Per 50 Gallons</u>	<u>Per 100 Gallons</u>	<u>Per 50 Gallons</u>	<u>Per 100 Gallons</u>	<u>Per 50 Gallons</u>	36%
	\$3.34800	\$1.67400	\$4.56130	\$2.28065	\$1.21330	\$0.60665	

**Fire Protection:**

<u>Private Fire Line Size</u>	<u>Current Monthly Rate</u>	<u>Proposed Monthly Rate</u>	<u>\$ Change</u>	<u>% Increase</u>
2"	\$ 8.76	\$ 11.90	\$ 3.14	36%
4"	35.28	48.00	12.72	36%
6"	79.37	107.90	28.53	36%
8"	141.09	191.90	50.81	36%
10"	220.51	299.90	79.39	36%
12"	330.03	448.80	118.77	36%
14"	317.98	432.50	114.52	36%
16"	564.63	767.90	203.27	36%
Private Fire Hydrant	76.57	104.30	27.73	36% Increase
Public Fire Hydrant	48.70	66.00	17.30	36% Increase

Kentucky American Water is proposing to reset the QIP surcharge to zero and incorporate the investment costs into base rates. The average monthly bills shown in this notice include the QIP surcharge in the current average bills and a \$0 amount for the QIP surcharge in the proposed average bills.

Kentucky American Water is also proposing modifications to its QIP and is requesting: a Certificate of Public Convenience and Necessity ("CPCN") to deploy Advanced Metering Infrastructure ("AMI"); addition of an AMI opt-out fee in the amount of \$28.00; an alternative level of reasonable unaccounted-for water loss under 807 KAR 5:066, Section 6(3); approval of a Universal Affordability Program; and certain regulatory and accounting treatments for Production Costs, Pension and Other Post-Employment Benefits, and Tax Expenses (excluding Sales Tax). Modifications to the QIP surcharge tariff would be applied to Residential, Commercial, Industrial, Other Public Authority, Sale for Resale, Public and Private Fire Service classifications for qualified infrastructure investments. The QIP surcharge would be calculated annually based on forecasted qualified infrastructure costs and applied to each customer's monthly bill. The QIP surcharge would then be updated annually until the next rate case, at which time the investment costs would be incorporated into base rates and the surcharge reset to zero. The AMI opt-out fee tariff would apply to all customers electing to opt-out of the AMI program, and the \$28.00 fee would be applied to each opt-out customer's monthly bill for the ongoing opt-out costs, including meter reading costs. The Universal Affordability Program would reduce the 5/8" meter monthly service charge by \$12.00 and the consumption charges rate by \$4.69494 per 1,000 gallons (\$0.469494 per 100 gallons) for qualified Residential customers with household incomes at zero to 50-percent of the federal poverty level and would reduce the 5/8" meter monthly service charge by \$4.00 and the consumption charges rate by \$1.56498 per 1,000 gallons (\$0.156498 per 100 gallons) for qualified Residential customers with household incomes at 50-percent to 100-percent of the federal poverty level. Kentucky American Water is proposing to revise the definition of "current estimated cost" of main extensions in new subdivisions by utilizing current material costs and bids received instead of the preceding year's costs. Finally, Kentucky American Water is proposing to: move Judy Water Association as a standalone customer in its tariff into the general Sale for Resale customer class; add language to the cross-connection portion of its tariff to make it clear that customers are responsible for the expenses for cross-connection testing, including processing fees; and revise language related to private fire service so that payment for such service is payable monthly in advance rather than quarterly in advance.

This application may be examined at the offices of Kentucky American Water located at 2300 Richmond Road in Lexington, Kentucky.

This application may also be examined at the offices of the Public Service Commission located at 211 Sower Boulevard in Frankfort, Kentucky, Monday through Friday from 8:00 am – 4:30 pm or on the Commission's website at <http://psc.ky.gov>.

Comments regarding this application may be submitted by mail to the Public Service Commission, Post Office Box 615, Frankfort KY 40602; or through its website at <http://psc.ky.gov>.

The rates contained in this notice are the rates proposed by Kentucky American Water but the Public Service Commission may order rates to be charged that differ from the proposed rates contained in this notice.

Any person may submit a timely written request for intervention to the Public Service Commission, Post Office Box 615, Frankfort, Kentucky 40602, which establishes the grounds for the request including the status and interest of the party.

If the Public Service Commission does not receive a written request for intervention within thirty (30) days of the providing of this notice, the Public Service Commission may take final action on the application.

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 8**

**Description of Filing Requirement:**

PSC Notice

**Response:**

Please see attached.

For electronic version, see [KAW\\_APP\\_EX08\\_063023.pdf](#).



**LINDSEY W. INGRAM III**  
DIRECT DIAL: (859) 231-3982  
DIRECT FAX: (859) 246-3672  
L.Ingram@skofirm.com

300 WEST VINE STREET  
SUITE 2100  
LEXINGTON, KY 40507-1801  
MAIN: (859) 231-3000  
FAX: (859) 253-1093

May 31, 2023

***ELECTRONICALLY SUBMITTED***

Linda C. Bridwell  
Executive Director  
Kentucky Public Service Commission  
211 Sower Blvd  
Frankfort, KY 40601

RECEIVED

MAY 31 2023

PUBLIC SERVICE  
COMMISSION

*Re: Adjustment of Water Rates of Kentucky American Water*

Dear Ms. Bridwell:

In conformity with 807 KAR 5:001, Section 16(2), this letter is to provide notice to the Public Service Commission of the Commonwealth of Kentucky of the intention of Kentucky American Water to file an Application for an increase in its water rates no earlier than 30 days from the date of this letter. The rate application will be supported by a fully forecasted test period. Enclosed please find a Notice of Election of Use of Electronic Filing Procedures. Please acknowledge receipt of this notice and assign a case number to the Application to be filed

I hereby certify that this electronic filing is a true and accurate copy of the original documents in paper medium; that the electronic filing has been transmitted to the Commission on May 31, 2023; and that no party has been excused from participation by electronic means.

Very truly yours,

Lindsey W. Ingram III

Enclosure

**NOTICE OF ELECTION OF USE OF ELECTRONIC FILING PROCEDURES**

(Complete All Shaded Areas and Check Applicable Boxes)

In accordance with 807 KAR 5:001, Section 8, Kentucky American Water gives notice of its intent to file an application for an adjustment of its water rates with the Public Service Commission no later than 30-60 days from 05/30/2023 and to use the electronic filing procedures set forth in that regulation.

Kentucky American Water further states that:

- |                                                                                                                                                                                                                                                                |                                     |                                     |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|-------------------------------------|
|                                                                                                                                                                                                                                                                | Yes                                 | No                                  |
| 1. It requests that the Public Service Commission assign a case number to the intended application and advise it of that number as soon as possible;                                                                                                           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 2. It or its authorized representatives have registered with the Public Service Commission and are authorized to make electronic filings with the Public Service Commission;                                                                                   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 3. Neither it nor its authorized representatives have registered with the Public Service Commission for authorization to make electronic filings but will do so no later than seven days before the date of its filing of its application for rate adjustment; | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| 4. It or its authorized agents possess the facilities to receive electronic transmissions;                                                                                                                                                                     | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |
| 5. The following persons are authorized to make filings on its behalf and to receive electronic service of Public Service Commission orders and any pleadings filed by any party or the Public Service Commission Staff:                                       |                                     |                                     |

Name	Electronic Mail Address
Jeffrey Newcomb	jeffrey.newcomb@amwater.com
Lindsey Ingram	L.Ingram@skofirm.com
Monica Braun	monica.braun@skofirm.com
Mary Ellen Wimberly	maryellen.wimberly@skofirm.com

- |                                                                                                                                                                                                                                                    |                                     |                          |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|
| 6. It and its authorized representatives listed above have read and understand the procedures for electronic filing set forth in 807 KAR 5:001 and will fully comply with those procedures unless the Public Service Commission directs otherwise. | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------|--------------------------|

Signed /s/ Lindsey Ingram

Name: Lindsey Ingram  
 Title: Counsel for Kentucky American Water  
 Address: 300 West Vine Street, Suite 2100  
Lexington, KY 40507  
 Telephone Number: 859-231-3982



**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 9**

**Description of Filing Requirement:**

Reconciliation of Rate Base and Capital used to determine its Revenue Requirements.

**Response:**

	<b>Forecast</b>
13-Month Average Capital Structure	\$597,194,252
13-Month Average Rate Base	588,397,566
Difference	<u>\$8,796,686</u>
	<b>Differences</b>
<b>Sewer Assets</b>	
UPIS	\$14,381,569
CWIP	234,065
Accum Reserve	(6,543,128)
Accum COR	2,512,251
CIAC	(1,621,120)
	<u>8,963,637</u>
Other Differences, net	<u>(\$166,951)</u>
Total Difference	<u>\$8,796,686</u>
Rate Base	\$588,397,566
Reconciling Differences	8,796,686
Capital Structure	<u>\$597,194,252</u>

For electronic version, see KAW\_APP\_EX09\_063023.pdf.

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 10**

**Description of Filing Requirement:**

Prepared testimony of each witness the utility proposes to use to support its application, including testimony from the utility's Chief Officer in charge of Kentucky Operations.

**Response:**

All Testimony is included under separate cover.

For electronic version, refer to the files below:

<b><u>FILE NAME</u></b>	<b><u>DESCRIPTION</u></b>
KAW_DT_PLB_063023.pdf	Patrick L. Bayrenbruch, Direct Testimony
KAW_DT_AEB_063023.pdf	Ann E. Bulkley, Direct Testimony
KAW_DT_KEC_063023.pdf	Krista E. Citron, Direct Testimony
KAW_DT_NF_063023.pdf	Nicholas Furia, Direct Testimony
KAW_DT_LEK_063023.pdf	Larry E. Kennedy, Direct Testimony
KAW_DT_WAL_063023.pdf	William A. Lewis, Direct Testimony
KAW_DT_RVM_063023.pdf	Robert V. Mustich, Direct Testimony
KAW_DT_KN_063023.pdf	Kathryn Nash, Direct Testimony
KAW_DT_JN_063023.pdf	Jeffrey Newcomb, Direct Testimony
KAW_DT_TGO_063023.pdf	Thomas G. O'Drain, Direct Testimony
KAW_DT_SWP_063023.pdf	Shelly W. Porter, Direct Testimony
KAW_DT_CR_063023.pdf	Chuck Rea, Direct Testimony
KAW_DT_MLS_063023.pdf	Melissa L. Schwarzell, Direct Testimony
KAW_DT_WES_063023.pdf	Wesley E. Selinger, Direct Testimony
KAW_DT_HW_063023.pdf	Harold Walker, Direct Testimony
KAW_DT_JMW_063023.pdf	John M. Watkins, Direct Testimony

For electronic version of this document, see [KAW\\_APP\\_EX10\\_063023.pdf](#).

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 11**

**Description of Filing Requirement:**

Capital Construction Budget with a Three-Year Forecast

**Response:**

Please see attached.

For electronic version, see [KAW\\_APP\\_EX11\\_063023.pdf](#).

**KENTUCKY AMERICAN WATER  
CASE NO. 2023-00191  
PROPOSED CONSTRUCTION EXPENDITURES**

<u>Description</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
D12-**01-P      Projects Funded by Others	\$2,500,000	\$2,500,000	\$2,500,000
Normal Recurring Construction	54,691,360	68,465,561	71,186,785
R12-**T12      ITS Equipment and Systems - Enterprise Solutions	2,996,000	2,996,000	2,450,728
 <b><u>Current Investment Projects</u></b>			
I12-020059      KRS2 Transfer Switch	-	211,348	989,828
I12-020082      KRS1 UV Facility	1,045,351	7,674,348	7,235,377
I12-020083      RRS - UV Facility	2,056,314	-	-
I12-020094      Cox Street Booster Station	200,000	-	-
I12-020095      Mercer Rd Booster Station	1,127,063	-	-
I12-020097      Hall Booster	-	-	283,120
I12-020102      KRS1 Low Service Pump Improvements	2,000,000	202,228	800,000
I12-020107      KRS1 Gravity Thickner	7,000,000	-	-
I12-020109      Ford Hampton Booster Station	1,416,814	-	-
I12-020113      Millersburg Transmission Main	12,100,000	-	-
I12-02xxx2      KRS 1 Screw Press	-	2,895,386	2,716,932
I12-02xxx5      Low Service Pumps for RRS	-	2,257,393	-
I12-02xx12      Hamburg Area Tank/ Pressure Improvements	-	-	500,000
I12-300010      KRS2 - UV Facility	164,000	-	-
I12-300013      Owenton Booster Station	800,000	-	-
I12-30xxx1      KRS 2 Chlorine Gas Conversion	-	-	300,000
Total	\$88,096,903	\$87,202,264	\$88,962,771

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 12**

**Description of Filing Requirement:**

Description of Forecast Factors

**Response:**

Description of Forecast Factors used in preparing Kentucky-American Water's Forecasted Period is incorporated in each witness's prefiled testimony.

For electronic version, see KAW\_APP\_EX12\_063023.pdf for this document and refer to KAW\_APP\_EX10\_063023.pdf for electronic file names for each witness's prefiled testimony.

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 13**

**Description of Filing Requirement:**

Annual and monthly budget for the twelve month preceding the filing date, the base period and the forecasted period.

**Response:**

Please see attached for the annual and monthly budgets for the 12 months preceding the filing date, the base period, and the forecast period.

For electronic version, see [KAW\\_APP\\_EX13\\_063023.pdf](#) for this document.

**Kentucky-American Water Company**  
**Case No. 2023-00191**  
**Budget for the 12 Months Preceding the Filing Date June 2022 - May 2023, Water Business Units Only**

Line	Line Description	Total												
		Jun-22	Jul-22	Aug-22	Sep-22	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun 22 - May 23
P02	Water revenues - residential	4,952,657	\$5,203,000	\$5,179,693	\$5,060,329	\$4,873,717	\$4,523,592	\$4,585,410	\$4,690,375	\$4,404,234	\$4,563,362	\$4,555,460	\$4,824,682	57,416,510
P03	Water revenues - commercial	2,333,902	2,530,231	2,553,923	2,491,269	2,352,214	2,029,929	1,976,118	2,075,040	1,939,940	2,083,131	2,137,816	2,354,586	26,858,097
P04	Water revenues - industrial	252,529	249,077	267,257	266,948	247,579	205,149	197,356	212,247	205,201	207,711	222,225	248,599	2,781,874
P05	Water revenues - public fire	379,877	379,877	379,877	379,877	379,877	379,877	379,877	384,839	384,890	384,941	384,992	385,043	4,583,847
P06	Water revenues - private fire	262,389	263,329	263,606	263,606	263,606	264,109	264,109	264,588	264,588	264,588	265,099	265,262	3,168,879
P07	Water revenues - public authority	626,919	709,484	700,511	661,591	546,198	438,501	416,502	476,711	449,535	485,112	552,479	654,924	6,718,467
P08	Water revenues - sales for resale	94,006	94,195	93,895	94,193	93,835	93,358	94,139	72,011	69,970	75,878	75,157	84,992	1,035,630
P09	Water revenues - other	73,178	6,627	5,573	5,805	5,675	5,903	5,559	5,104	5,081	5,400	6,210	7,493	137,600
P11	Other revenues	228,544	233,044	250,121	235,114	211,670	192,754	186,305	191,141	166,557	178,361	179,606	182,350	2,435,568
	<b>Total Revenues</b>	<b>9,204,001</b>	<b>9,668,864</b>	<b>9,694,456</b>	<b>9,458,733</b>	<b>8,974,372</b>	<b>8,133,173</b>	<b>8,105,376</b>	<b>8,372,058</b>	<b>7,889,998</b>	<b>8,248,483</b>	<b>8,379,043</b>	<b>9,007,925</b>	<b>105,136,481</b>
P13	Purchased water	31,600	31,600	31,600	31,600	33,600	32,600	31,600	31,900	31,900	31,900	31,900	31,900	383,700
P14	Fuel and power	376,906	358,813	370,465	408,828	383,717	289,580	318,828	383,608	410,988	392,062	333,101	479,634	4,506,530
P15	Chemicals	266,206	263,374	299,654	250,322	229,792	179,731	150,237	273,389	247,259	396,135	334,874	342,289	3,233,262
P16	Waste disposal	34,317	34,117	33,117	34,117	36,917	34,617	33,317	46,708	46,708	46,708	46,708	46,708	474,059
P17	Salaries and wages	666,241	630,888	685,527	666,365	630,888	666,096	674,130	678,253	621,455	742,138	633,012	719,861	8,014,853
P18	Pension expense	20,288	20,288	20,288	20,288	20,288	20,293	20,293	10,271	10,271	10,271	10,257	10,257	193,357
P19	OP&B expense	4,240	4,240	4,240	4,240	4,240	4,240	4,242	2,664	2,664	2,664	2,661	2,661	42,999
P20	Group insurance expense	125,321	125,321	125,321	125,321	125,321	125,321	125,321	142,300	128,245	128,245	128,245	129,159	1,533,469
P21	Other benefits	49,592	47,851	51,334	49,592	47,851	50,081	50,081	47,474	48,559	53,415	44,289	57,242	597,361
P22	Service Company Costs	1,289,278	1,020,626	1,054,307	1,198,022	1,009,452	1,047,959	1,214,749	1,006,711	950,929	1,162,968	944,700	1,033,982	12,933,684
P23	Contracted services	48,423	48,423	34,500	59,423	64,923	64,923	45,500	72,537	73,171	86,350	50,777	79,555	728,507
P24	Building Maintenance and Services	55,588	55,588	55,588	55,588	55,588	55,588	61,889	120,009	56,830	54,134	50,619	732,596	
P25	Telecommunication expenses	21,138	21,138	21,138	21,138	21,138	21,138	21,138	14,237	12,460	14,319	12,494	15,465	216,943
P26	Postage, printing and stationary	1,694	1,687	1,687	1,695	1,687	1,687	1,744	899	1,775	2,186	1,450	1,979	
P27	Office supplies and services	7,672	7,672	7,672	7,672	7,672	7,672	7,672	11,027	9,436	10,999	8,763	9,654	103,580
P28	Advertising & marketing expenses	-	0	0	0	0	0	0	0	0	0	0	0	-
P29	Employee related expense travel & ent	7,323	7,323	7,323	7,323	7,323	7,323	7,323	8,360	13,857	6,932	6,715	6,269	93,392
P30	Miscellaneous expenses	21,421	21,421	26,421	26,421	28,921	28,921	31,421	32,421	42,342	29,272	(8,815)	36,957	317,127
P31	Rents	1,253	1,342	1,371	2,911	1,130	1,335	930	3,081	2,463	2,161	6,472	1,381	25,829
P32	Transportation	30,007	30,007	46,507	46,507	54,757	54,763	(101,987)	53,338	36,613	44,188	45,308	42,719	382,727
P33	Uncollectible accounts expense	53,622	56,784	56,822	55,499	52,753	47,863	47,727	42,261	39,527	39,265	40,242	42,640	575,003
P34	Customer accounting, other	11,167	11,167	11,167	11,167	11,167	11,167	10,734	7,795	10,130	12,289	10,445	12,289	129,560
P35	Regulatory expense	36,022	36,022	36,022	36,022	36,022	36,022	36,022	912	912	912	912	912	256,713
P36	Insurance other than group	103,703	103,703	103,703	103,703	103,703	103,704	103,704	110,147	110,147	110,147	110,144	110,144	1,276,653
P37	Maintenance supplies and services	56,264	59,904	102,404	111,521	127,593	127,593	149,600	152,215	119,027	147,504	158,423	69,764	1,381,813
	<b>Total O&amp;M</b>	<b>3,319,287</b>	<b>2,999,298</b>	<b>3,188,178</b>	<b>3,335,284</b>	<b>3,096,445</b>	<b>3,020,220</b>	<b>3,040,291</b>	<b>3,198,211</b>	<b>3,087,634</b>	<b>3,527,289</b>	<b>3,009,793</b>	<b>3,331,664</b>	<b>38,153,596</b>
P40	Depreciation	1,479,267	1,483,527	1,488,486	1,493,732	1,501,582	1,506,405	1,510,841	1,497,452	1,498,229	1,500,073	1,502,625	1,505,626	17,967,844
P41	Amortization	23,383	23,383	23,383	23,383	23,383	23,383	23,383	7,272	7,272	7,272	7,272	7,272	200,043
P42	Removal costs, net	214,389	214,575	215,022	215,625	216,629	217,185	217,697	228,252	228,691	229,263	230,066	231,070	2,658,464
P43	Current federal income taxes - operating	411,356	498,339	476,914	431,288	402,110	336,393	316,880	220,122	145,693	173,407	265,244	300,288	3,978,035
P44	Current state income taxes - operating	100,593	134,324	122,317	110,947	97,917	51,261	58,797	56,900	31,726	13,855	44,599	47,800	871,034
P45	Deferred federal income tax expense	89,549	142,763	128,873	107,655	88,206	21,130	27,788	90,152	107,732	88,770	109,610	135,927	1,138,065
P46	Deferred state income tax expense	32,186	37,411	45,653	37,152	37,526	43,351	34,059	55,943	60,349	55,596	60,819	67,415	567,460
P47	Amortization of investment tax credits	(5,256)	(5,256)	(5,256)	(5,256)	(5,256)	(5,256)	(5,256)	0	0	0	0	0	(36,792)
P48	General taxes	709,551	707,515	710,973	708,468	706,502	708,823	708,163	666,641	655,843	647,022	641,426	647,545	8,218,473
	<b>Total Other Operating Expenses</b>	<b>3,055,018</b>	<b>3,236,581</b>	<b>3,206,365</b>	<b>3,122,904</b>	<b>3,068,598</b>	<b>2,902,675</b>	<b>2,892,351</b>	<b>2,822,734</b>	<b>2,735,535</b>	<b>2,715,258</b>	<b>2,861,661</b>	<b>2,942,944</b>	<b>35,562,626</b>
	<b>Utility Operating Income</b>	<b>2,829,695</b>	<b>3,432,985</b>	<b>3,299,912</b>	<b>3,000,545</b>	<b>2,809,329</b>	<b>2,210,279</b>	<b>2,172,734</b>	<b>2,351,112</b>	<b>2,066,829</b>	<b>2,005,935</b>	<b>2,507,588</b>	<b>2,733,317</b>	<b>31,420,260</b>
P49	Gain/Loss on sale of assets	-	0	0	0	0	0	0	0	0	0	0	0	-
P51	Interest Income	(206)	(254)	(1,232)	(829)	(46)	(220)	0	0	0	0	0	0	(2,788)
P52	Allowance for funds used during construction	(35,634)	(36,691)	(37,882)	(39,254)	(36,785)	(37,806)	(38,833)	(4,949)	(10,985)	(20,964)	(27,552)	(37,386)	(364,720)
P55	Miscellaneous Amortization	-	0	0	0	0	0	0	(35)	(35)	(35)	(35)	(35)	(177)
P56	Other miscellaneous deductions	(130,067)	(130,067)	(130,067)	(130,067)	(130,067)	(130,067)	(130,067)	(80,895)	(77,996)	(75,589)	(82,074)	(79,875)	(1,306,900)
P59	Interest on long-term debt	841,501	841,501	841,501	841,501	841,501	841,501	841,501	843,782	843,782	843,782	843,782	882,949	10,148,585
P60	Interest on short-term debt	-	0	0	0	0	0	410	61,409	56,549	57,575	64,528	5,601	246,070
P62	Allowance for borrowed funds used during cons	(27,813)	(29,405)	(31,199)	(33,266)	(29,547)	(31,085)	(32,632)	(2,996)	(6,651)	(12,692)	(16,681)	(22,635)	(276,603)
P63	Amortization of debt expense	30,900	30,900	30,900	30,900	30,900	30,900	30,900	30,394	30,394	30,394	31,098	31,654	370,232
P65	Common Dividends	3,328,682	0	0	4,417,160	0	0	5,701,562	0	0	3,780,641	0	0	17,228,046
	<b>Other Net Deductions</b>	<b>4,007,363</b>	<b>675,983</b>	<b>672,021</b>	<b>5,086,145</b>	<b>675,956</b>	<b>673,223</b>	<b>6,372,841</b>	<b>846,709</b>	<b>835,058</b>	<b>4,603,111</b>	<b>813,065</b>	<b>780,272</b>	<b>26,041,745</b>
	<b>Net Income</b>	<b>(1,177,667)</b>	<b>\$2,757,002</b>	<b>\$2,627,892</b>	<b>(\$2,085,601)</b>	<b>\$2,133,373</b>	<b>\$1,537,055</b>	<b>(\$4,200,106)</b>	<b>\$1,504,403</b>	<b>\$1,231,771</b>	<b>(\$2,597,175)</b>	<b>\$1,694,523</b>	<b>\$1,953,045</b>	<b>\$5,378,514</b>



Excel Reference:

Exhibits\Rate Base\KAWC 2023 Rate Case - Capital-Depr Exp.xlsx\Exh 13 SCEP

Kentucky American Water  
Case No. 2023-00191  
Budgeted Construction Expenditures, Adjusted with Known and Measurable Changes, Water Business Units Only  
For the Twelve Months Preceding Filing

Exhibit 13

<b>Recurring</b>		<b>Project #</b>	<b>Description</b>	<b>Jun-22</b>	<b>Jul-22</b>	<b>Aug-22</b>	<b>Sep-22</b>	<b>Oct-22</b>	<b>Nov-22</b>	<b>Dec-22</b>	<b>Jan-23</b>	<b>Feb-23</b>	<b>Mar-23</b>	<b>Apr-23</b>	<b>May-23</b>	<b>Total</b>
DV	D12-**01-P	Projects Funded by Others		\$250,000	\$275,000	\$275,000	\$250,000	\$205,000	\$150,000	\$150,000	\$125,000	\$150,000	\$220,000	\$220,000	\$230,000	\$2,500,000
A	R12-**A1	Mains - New		62,774	62,774	62,774	62,774	62,774	61,867	61,819	0	353,688	343,969	100,000	64,000	1,299,213
B	R12-**B1	Mains - Replaced / Restored		447,487	1,502,845	2,014,526	2,026,593	2,030,461	2,080,848	1,665,018	503,204	1,828,375	3,926,004	3,663,031	3,658,882	25,347,273
C	R12-**C1	Mains - Unscheduled		50,110	49,768	53,288	53,686	62,281	107,698	128,815	227,448	248,640	88,185	119,486	109,913	1,299,318
D	R12-**D1	Mains - Relocated		33,357	33,357	33,357	327,514	329,772	332,030	244,587	50,320	50,641	180,000	243,396	275,339	2,133,671
E	R12-**E1	Hydrants, Valves, and Manholes - New		42,829	42,354	41,285	40,365	26,141	19,704	15,982	3,573	3,847	26,415	29,680	30,565	322,740
F	R12-**F1	Hydrants, Valves, and Manholes - Replaced		79,072	79,188	78,217	64,403	64,189	56,395	48,377	37,690	39,792	43,667	178,139	215,434	984,563
G	R12-**G1	Services and Laterals - New		111,973	112,234	111,919	85,514	66,967	59,678	56,381	44,433	60,466	168,938	180,827	234,593	1,293,924
H	R12-**H1	Services and Laterals - Replaced		80,371	80,121	70,044	47,691	36,156	39,023	26,752	19,603	28,936	34,152	35,646	48,463	546,959
I	R12-**I1	Meters - New		103,492	128,983	118,499	57,869	54,736	54,401	48,200	906	1,012	6,051	21,280	34,895	630,323
J	R12-**J1	Meters - Replaced		419,746	421,353	393,744	211,787	210,180	147,888	115,342	186,462	189,763	491,605	941,880	546,185	4,275,936
K	R12-**K1	ITS Equipment and Systems		31,611	31,712	30,712	22,642	18,541	13,410	13,180	22,644	25,312	47,321	43,585	36,420	337,090
L	R12-**L1	SCADA Equipment and Systems		162,397	1,247	1,247	162,397	1,247	1,247	159,330	0	7,554	0	0	0	496,663
M	R12-**M1	Security Equipment and Systems		39,956	39,956	39,956	39,956	39,956	39,956	36,900	13,587	9,000	20,000	11,477	19,298	349,998
N	R12-**N1	Offices and Operations Centers		18,909	18,909	18,909	18,909	18,909	19,715	18,625	0	10,064	15,160	15,256	251,794	425,159
O	R12-**O1	Vehicles		159,377	2,310	1,206	0	0	0	0	0	0	0	0	0	162,894
P	R12-**P1	Tools and Equipment		110,775	26,798	26,153	25,509	25,509	25,509	19,288	16,102	26,269	26,436	43,609	27,666	399,620
Q	R12-**Q1	Tools and Equipment		176,826	177,007	155,852	155,690	141,671	131,487	119,566	53,340	230,931	153,236	941,880	300,412	2,059,964
S	R12-**S1	Tools and Equipment		6,395	6,395	6,395	6,395	6,395	6,395	5,056	12,983	13,065	13,148	13,148	13,148	108,918
<b>Subtotal:</b>				<b>\$2,387,457</b>	<b>\$3,092,309</b>	<b>\$3,533,082</b>	<b>\$3,659,694</b>	<b>\$3,400,885</b>	<b>\$3,347,251</b>	<b>\$2,933,220</b>	<b>\$1,317,294</b>	<b>\$3,277,357</b>	<b>\$5,804,285</b>	<b>\$6,124,388</b>	<b>\$6,097,007</b>	<b>\$44,974,228</b>
<b>Enterprise Solutions</b>		<b>Project #</b>	<b>Description</b>													
T	R12-**T12	ITS Equipment and Systems - Enterprise Solutions		231,291	231,291	231,291	231,291	231,291	231,291	231,299	173,128	158,994	254,729	278,031	269,180	\$2,753,106
<b>Subtotal:</b>				<b>\$231,291</b>	<b>\$231,291</b>	<b>\$231,291</b>	<b>\$231,291</b>	<b>\$231,291</b>	<b>\$231,291</b>	<b>\$231,299</b>	<b>\$173,128</b>	<b>\$158,994</b>	<b>\$254,729</b>	<b>\$278,031</b>	<b>\$269,180</b>	<b>\$2,753,106</b>
<b>Investment</b>		<b>Project #</b>	<b>Description:</b>													
IP	I12-020083	RRS - UV Facility				165,566	177,665	256,068	257,709	259,360	\$35,229	\$35,454	\$35,682	\$35,910	\$36,140	1,294,783
IP	I12-020094	Cox Street Booster Station				63,467	56,147	56,507	56,869	57,234	\$142,884	\$143,800	\$0	\$0	\$0	576,909
IP	I12-020095	Mercer Rd Booster Station									\$0	\$0	\$33,460	\$33,674	\$33,890	101,024
IP	I12-020107	KRS1 Gravity Thickner									\$35,934	\$168,617	\$100,000	\$150,000	\$0	454,551
IP	I12-020108	Meter Shop Upgrade				66,227	66,651	67,078	67,508	67,941	\$2,365	\$2,380	\$2,395	\$2,411	\$44,370	389,324
IP	I12-020109	Ford Hampton Booster Station		114,183	114,915	115,651	106,358	85,020			\$62,740	\$63,142	\$63,547	\$40,000	\$50,000	815,555
IP	I12-020110	Operation Center Storage Improvements				66,227	66,651	67,078	67,508	67,941	\$2,365	\$0	\$0	\$0	\$0	337,769
IP	I12-020113	Millersburg Transmission Main									\$0	\$0	\$0	\$80,000	\$80,000	160,000
IP	I12-02xxx3	Winchester Road Hydraulic Improvements					55,189	55,542	55,898	56,257	\$55,189	\$55,542	\$0	\$56,257	\$56,617	446,491
IP	I12-02xx15	KRS1 Low Service Pump Replacement									\$82,783	\$83,314	\$0	\$0	\$0	166,097
IP	I12-300010	KRS2 - UV Facility		68,971	69,413	68,422	68,861	69,302	69,746	70,193	\$24,191	\$24,346	\$167,993	\$50,000	\$50,000	801,438
IP	I12-300013	Owenton Booster Station									\$0	\$0	\$0	\$0	\$30,000	30,000
IP	I12-02xxxx	KRS1 Solids Handling Phase I		151,893	152,866	153,846	154,832	155,824	156,823	157,828	\$0	\$0	\$0	\$0	\$0	1,083,911
<b>Subtotal:</b>				<b>\$335,047</b>	<b>\$337,194</b>	<b>\$699,406</b>	<b>\$752,354</b>	<b>\$812,420</b>	<b>\$732,061</b>	<b>\$736,753</b>	<b>\$443,679</b>	<b>\$576,595</b>	<b>\$403,076</b>	<b>\$448,252</b>	<b>\$381,017</b>	<b>\$6,657,852</b>
<b>TOTAL WATER SCEP:</b>				<b>\$2,953,795</b>	<b>\$3,660,794</b>	<b>\$4,463,779</b>	<b>\$4,643,338</b>	<b>\$4,444,596</b>	<b>\$4,310,603</b>	<b>\$3,901,272</b>	<b>\$1,934,101</b>	<b>\$4,012,945</b>	<b>\$6,462,090</b>	<b>\$6,850,670</b>	<b>\$6,747,204</b>	<b>\$54,385,186</b>

Kentucky-American Water Company  
Case No. 2023-00191  
Budget for the Base Year October 2022 - September 2023, Water Business Units Only

Line	Line Description	Oct-22	Nov-22	Dec-22	Jan-23	Feb-23	Mar-23	Apr-23	May-23	Jun-23	Jul-23	Aug-23	Sep-23	Total
P02	Water revenues - residential	\$4,873,717	\$4,523,592	\$4,585,410	\$4,690,375	\$4,404,234	\$4,563,362	\$4,555,460	\$4,824,682	\$5,164,660	\$5,516,050	\$5,443,689	\$5,247,135	\$58,392,365
P03	Water revenues - commercial	2,352,214	2,029,929	1,976,118	2,075,040	1,939,940	2,083,131	2,137,816	2,354,586	2,427,268	2,678,268	2,703,715	2,637,464	27,395,488
P04	Water revenues - industrial	247,579	205,149	197,356	212,247	205,201	207,711	222,225	248,593	280,511	273,786	297,869	270,423	2,868,653
P05	Water revenues - public fire	379,877	379,877	379,877	384,839	384,890	384,941	384,992	385,043	385,094	391,786	391,838	391,890	4,624,944
P06	Water revenues - private fire	263,606	264,109	264,109	264,588	264,588	264,588	265,099	265,262	266,807	272,009	271,724	272,243	3,198,733
P07	Water revenues - public authority	546,198	438,501	416,502	476,711	449,535	485,112	552,479	654,924	676,501	779,912	770,061	726,814	6,973,250
P08	Water revenues - sales for resale	93,835	93,358	94,139	72,011	69,970	75,878	75,157	84,992	84,883	105,894	97,603	87,013	1,034,733
P09	Water revenues - other	5,675	5,903	5,559	5,104	5,081	5,400	6,210	7,493	5,227	5,971	7,314	6,010	70,947
P11	Other revenues	211,670	192,754	186,305	191,141	166,557	178,361	179,606	182,350	203,013	257,748	226,680	190,007	2,366,192
	Total Revenues	8,974,372	8,133,173	8,105,376	8,372,058	7,889,998	8,248,483	8,379,043	9,007,925	9,493,963	10,281,422	10,210,492	9,828,999	106,925,303
P13	Purchased water	33,600	32,600	31,600	31,900	31,900	31,900	31,900	31,900	31,900	31,900	31,900	31,900	384,900
P14	Fuel and power	383,717	289,580	318,828	383,608	410,988	392,062	333,101	479,634	353,833	406,282	346,043	449,735	4,547,412
P15	Chemicals	229,792	179,731	150,237	273,389	247,259	396,135	334,874	342,289	387,839	412,705	434,671	411,481	3,800,403
P16	Waste disposal	36,917	34,617	33,317	46,708	46,708	46,708	46,708	46,708	46,708	46,708	46,708	46,708	525,223
P17	Salaries and wages	630,888	666,096	674,130	678,253	621,455	742,138	633,012	719,861	739,776	673,678	732,561	710,335	8,222,182
P18	Pension expense	20,288	20,293	20,293	10,271	10,271	10,271	10,257	10,257	10,257	10,257	10,257	10,257	153,232
P19	OPEB expense	4,240	4,242	4,242	2,664	2,664	2,664	2,661	2,661	2,661	2,661	2,661	2,661	36,682
P20	Group insurance expense	125,321	125,321	125,321	142,330	128,245	128,245	128,245	129,159	132,083	132,083	132,083	132,083	1,560,519
P21	Other benefits	47,851	50,081	50,081	47,474	48,559	53,415	44,289	57,242	50,602	48,566	58,101	49,572	605,833
P22	Service Company Costs	1,009,452	1,047,959	1,214,749	1,006,711	950,929	1,162,968	944,700	1,033,982	1,159,089	961,949	998,551	1,158,684	12,649,723
P23	Contracted services	64,923	64,923	45,500	72,537	73,171	86,350	50,777	79,555	88,062	57,392	46,444	71,958	801,593
P24	Building Maintenance and Services	55,588	55,588	55,588	61,889	120,009	56,830	54,134	50,619	53,228	61,027	65,134	51,671	741,305
P25	Telecommunication expenses	21,138	21,138	21,138	14,237	12,460	14,319	12,494	15,465	14,534	14,908	16,594	17,157	195,583
P26	Postage, printing and stationary	1,687	1,687	1,687	1,744	899	1,775	2,186	1,450	1,126	1,622	2,597	910	19,370
P27	Office supplies and services	7,672	7,672	7,672	11,027	9,436	10,999	8,763	9,654	10,154	9,923	13,110	12,163	118,244
P28	Advertising & marketing expenses	0	0	0	0	0	0	0	0	0	0	0	0	0
P29	Employee related expense travel & ent	7,323	7,323	7,323	8,360	13,857	6,932	6,715	6,269	10,301	7,390	7,752	14,499	104,043
P30	Miscellaneous expenses	28,921	28,921	31,421	32,421	42,342	29,272	(8,815)	36,957	(28,699)	(26,259)	(1,999)	(2,030)	162,454
P31	Rents	1,130	1,335	930	3,081	2,463	2,161	6,472	1,381	2,374	2,174	1,653	2,305	27,459
P32	Transportation	54,757	54,763	(101,987)	53,338	36,613	44,188	45,308	42,719	43,766	50,550	44,518	47,244	415,777
P33	Uncollectible accounts expense	52,753	47,863	47,727	42,261	39,527	39,265	40,242	42,640	46,016	47,482	49,326	48,893	543,994
P34	Customer accounting, other	11,167	11,167	11,167	10,130	7,795	10,130	12,289	10,445	13,291	12,210	10,067	9,320	129,872
P35	Regulatory expense	36,022	36,022	36,022	912	912	912	912	912	912	912	912	912	116,272
P36	Insurance other than group	103,703	103,704	103,704	110,147	110,147	110,147	110,144	110,144	110,144	110,144	110,144	110,144	1,302,415
P37	Maintenance supplies and services	127,593	127,593	149,600	152,215	119,027	147,504	158,423	69,764	83,080	55,992	103,658	98,117	1,392,567
	Total O&M	3,096,445	3,020,220	3,040,291	3,198,211	3,087,634	3,527,289	3,009,793	3,331,664	3,363,038	3,132,257	3,263,444	3,486,679	38,556,966
P40	Depreciation	1,501,582	1,506,405	1,510,841	1,497,452	1,498,229	1,500,073	1,502,625	1,505,626	1,513,820	1,520,445	1,525,955	1,531,560	18,114,613
P41	Amortization	23,383	23,383	23,383	7,272	7,272	7,272	7,272	7,272	7,272	7,272	7,272	7,272	135,598
P42	Removal costs, net	216,629	217,185	217,697	228,252	228,691	229,263	230,066	231,070	232,704	234,339	235,997	237,670	2,739,563
P43	Current federal income taxes - operating	402,110	336,393	316,880	220,122	145,693	173,407	265,244	300,288	385,280	570,546	506,208	417,079	4,039,250
P44	Current state income taxes - operating	97,917	51,261	58,797	56,900	31,726	13,855	44,599	47,800	83,981	109,960	118,096	107,437	822,329
P45	Deferred federal income tax expense	88,206	21,130	27,788	90,152	107,732	88,770	109,610	135,927	126,306	137,188	144,800	111,239	1,188,848
P46	Deferred state income tax expense	37,526	43,351	34,059	55,943	60,349	55,596	60,819	67,415	65,004	67,731	69,639	61,228	678,659
P47	Amortization of investment tax credits	(5,256)	(5,256)	(5,256)	0	0	0	0	0	0	0	0	0	(15,768)
P48	General taxes	706,502	708,823	708,163	666,641	655,843	647,022	641,426	647,545	646,648	645,207	648,083	644,283	7,966,188
	Total Other Operating Expenses	3,068,598	2,902,675	2,892,351	2,822,734	2,735,535	2,715,258	2,861,661	2,942,944	3,061,015	3,292,689	3,256,049	3,117,769	35,669,280
	Utility Operating Income	2,809,329	2,210,279	2,172,734	2,351,112	2,066,829	2,005,935	2,507,588	2,733,317	3,069,910	3,856,477	3,690,998	3,224,550	32,699,058
P49	Gain/Loss on sale of assets	0	0	0	0	0	0	0	0	0	0	0	0	0
P51	Interest Income	(46)	(220)	0	0	0	0	0	0	(48,822)	(39,934)	(38,275)	(25,802)	(153,098)
P52	Allowance for funds used during construction	(36,785)	(37,806)	(38,833)	(4,949)	(10,985)	(20,964)	(27,552)	(37,386)	(46,202)	(52,965)	(55,642)	(54,087)	(424,156)
P55	Miscellaneous Amortization	0	0	0	(35)	(35)	(35)	(35)	(35)	(35)	(35)	(35)	(35)	(319)
P56	Other miscellaneous deductions	(130,067)	(130,067)	(130,067)	(80,895)	(77,996)	(75,589)	(82,074)	(79,875)	(76,324)	(81,500)	(77,061)	(79,713)	(1,101,229)
P59	Interest on long-term debt	841,501	841,501	841,501	843,782	843,782	843,782	843,782	882,949	922,115	922,115	922,115	952,449	10,501,375
P60	Interest on short-term debt	0	0	410	61,409	56,549	57,575	64,528	5,601	0	0	0	0	246,070
P62	Allowance for borrowed funds used during cons	(29,547)	(31,085)	(32,632)	(2,996)	(6,651)	(12,692)	(16,681)	(22,635)	(27,972)	(32,067)	(33,687)	(32,746)	(281,391)
P63	Amortization of debt expense	30,900	30,900	30,900	30,394	30,394	30,394	31,098	31,654	32,210	32,210	32,210	21,520	364,782
P65	Common Dividends	0	0	5,701,562	0	0	3,780,641	0	0	3,128,779	0	0	4,234,155	16,845,138
	Other Net Deductions	675,956	673,223	6,372,841	846,709	835,058	4,603,111	813,065	780,272	3,883,748	747,825	749,625	5,015,741	25,997,172
	Net Income	\$2,133,373	\$1,537,055	(\$4,200,106)	\$1,504,403	\$1,231,771	(\$2,597,175)	\$1,694,523	\$1,953,045	(\$813,838)	\$3,108,652	\$2,941,374	(\$1,791,190)	\$6,701,887

Excel Reference:

Exhibits\Rate Base\KAWC 2023 Rate Case - Capital-Depr Exp.xlsx\Exh 13 SCEP

Kentucky American Water  
Case No. 2023-00191  
Budgeted Construction Expenditures, Adjusted with Known and Measurable Changes, Water Business Units Only  
For the Base Year Ending September 30, 2023

Exhibit 13

<u>Recurring</u>		<u>Project #</u>	<u>Description</u>	<u>Oct-22</u>	<u>Nov-22</u>	<u>Dec-22</u>	<u>Jan-23</u>	<u>Feb-23</u>	<u>Mar-23</u>	<u>Apr-23</u>	<u>May-23</u>	<u>Jun-23</u>	<u>Jul-23</u>	<u>Aug-23</u>	<u>Sep-23</u>	<u>Total</u>
DV	D12-**01-P	Projects Funded by Others		\$205,000	\$150,000	\$150,000	\$125,000	\$150,000	\$220,000	\$220,000	\$230,000	\$250,000	\$275,000	\$275,000	\$250,000	\$2,500,000
A	R12-**A1	Mains - New		62,774	61,867	61,819	0	353,688	343,969	100,000	64,000	34,597	43,000	63,000	39,000	1,227,715
B	R12-**B1	Mains - Replaced / Restored		2,030,461	2,080,848	1,665,018	503,204	1,828,375	3,926,004	3,663,031	3,658,882	2,974,786	1,454,651	1,874,858	2,071,489	27,731,606
C	R12-**C1	Mains - Unscheduled		62,281	107,698	128,815	227,448	248,640	88,185	119,486	109,913	57,985	55,923	56,220	86,250	1,348,844
D	R12-**D1	Mains - Relocated		329,772	332,030	244,587	50,320	50,641	180,000	243,396	275,339	242,133	242,117	242,117	316,088	2,748,542
E	R12-**E1	Hydrants, Valves, and Manholes - New		26,141	19,704	15,982	3,573	3,847	26,415	29,680	30,565	57,076	57,248	41,508	27,620	339,359
F	R12-**F1	Hydrants, Valves, and Manholes - Replaced		64,189	56,395	48,377	37,690	39,792	43,667	178,139	215,434	186,636	74,217	288,238	286,161	1,518,935
G	R12-**G1	Services and Laterals - New		66,967	59,678	56,381	44,433	60,466	168,938	180,827	234,593	277,774	278,384	276,470	283,602	1,988,514
H	R12-**H1	Services and Laterals - Replaced		36,156	39,023	26,752	19,603	28,936	34,152	35,646	48,463	49,583	48,664	48,664	35,905	451,549
I	R12-**I1	Meters - New		54,736	54,401	48,200	906	1,012	6,051	21,280	34,895	62,250	62,509	62,179	70,730	479,149
J	R12-**J1	Meters - Replaced		210,180	147,888	115,342	186,462	189,763	491,605	941,880	546,185	547,227	547,246	447,331	257,260	4,628,368
K	R12-**K1	ITS Equipment and Systems		18,541	13,410	13,180	22,644	25,312	47,321	43,585	36,420	65,330	69,292	56,012	59,206	470,253
L	R12-**L1	SCADA Equipment and Systems		1,247	1,247	159,330	0	7,554	0	0	0	19,225	0	0	0	196,156
M	R12-**M1	Security Equipment and Systems		39,956	39,956	36,900	13,587	9,000	20,000	11,477	19,298	12,792	100,000	100,000	20,000	422,966
N	R12-**N1	Offices and Operations Centers		18,909	19,715	18,625	0	10,064	15,160	15,256	251,794	16,794	16,794	25,352	25,417	433,881
O	R12-**O1	Vehicles		0	0	0	0	0	0	0	0	0	0	0	0	0
P	R12-**P1	Tools and Equipment		25,509	25,509	19,288	16,102	26,269	26,436	43,609	27,666	27,672	27,570	59,775	115,333	440,736
Q	R12-**Q1	Process Plant Facilities and Equipment		141,671	131,487	119,566	53,340	230,931	153,236	263,946	300,412	304,468	129,839	328,944	357,669	2,515,509
S	R12-**S1	Engineering Studies		6,395	6,395	5,056	12,983	13,065	13,148	13,148	13,148	13,148	13,148	13,148	13,148	135,930
<b>Subtotal:</b>				<b>\$3,400,885</b>	<b>\$3,347,251</b>	<b>\$2,933,220</b>	<b>\$1,317,294</b>	<b>\$3,277,357</b>	<b>\$5,804,285</b>	<b>\$6,124,388</b>	<b>\$6,097,007</b>	<b>\$5,187,805</b>	<b>\$3,514,828</b>	<b>\$4,258,817</b>	<b>\$4,314,876</b>	<b>\$49,578,012</b>
<u>Enterprise Solutions</u>		<u>Project #</u>	<u>Description</u>													
T	R12-**T12	ITS Equipment and Systems - Enterprise Solutions		231,291	231,291	231,299	173,128	158,994	254,729	278,031	269,180	265,381	261,643	244,386	253,555	\$2,852,906
<b>Subtotal:</b>				<b>\$231,291</b>	<b>\$231,291</b>	<b>\$231,299</b>	<b>\$173,128</b>	<b>\$158,994</b>	<b>\$254,729</b>	<b>\$278,031</b>	<b>\$269,180</b>	<b>\$265,381</b>	<b>\$261,643</b>	<b>\$244,386</b>	<b>\$253,555</b>	<b>\$2,852,906</b>
<u>Investment</u>		<u>Project #</u>	<u>Description:</u>													
IP	I12-020083	RRS - UV Facility		256,068	257,709	259,360	35,229	35,454	35,682	35,910	36,140	36,372	36,605	36,840	37,076	1,098,444
IP	I12-020094	Cox Street Booster Station		56,507	56,869	57,234	142,884	143,800		0	0	144,721	145,649	426,582	1,174,246	
IP	I12-020095	Mercer Rd Booster Station		0	0	0	0	0	33,460	33,674	33,890	34,107	34,326	34,546	26,142	230,145
IP	I12-020107	KRS1 Gravity Thickner		0	0	0	35,934	168,617	100,000	150,000	0	0	0	0	0	454,551
IP	I12-020108	Meter Shop Upgrade		67,078	67,508	67,941	2,365	2,380	2,395	2,411	44,370	35,824	23,486	58,279	58,653	432,688
IP	I12-020109	Ford Hampton Booster Station		85,020	0	0	62,740	63,142	63,547	40,000	50,000	50,000	50,000	50,000	45,000	559,448
IP	I12-020110	Operation Center Storage Improvements		67,078	67,508	67,941	2,365	0	0	0	0	0	0	0	0	204,891
IP	I12-020113	Millersburg Transmission Main		0	0	0			80,000	80,000	80,000	80,000	80,000	80,000	80,000	480,000
IP	I12-02xxx3	Winchester Road Hydraulic Improvements		55,542	55,898	56,257	55,189	55,542	56,257	56,617	80,980	97,345	45,637	85,865	0	701,130
IP	I12-02xx15	KRS1 Low Service Pump Replacement		0	0	0	82,783	83,314		0	0	33,000	33,000	33,000	0	265,097
IP	I12-300010	KRS2 - UV Facility		69,302	69,746	70,193	24,191	24,346	167,993	50,000	50,000	50,000	50,000	350,000	750,000	1,725,771
IP	I12-300013	Owenton Booster Station		0	0	0	0	0	0	30,000	40,000	30,000	30,000	0	0	100,000
IP	I12-02xxxx	KRS1 Solids Handling Phase I		155,824	156,823	157,828				0	0	0	0	0	0	470,474
<b>Subtotal:</b>				<b>\$812,420</b>	<b>\$732,061</b>	<b>\$736,753</b>	<b>\$443,679</b>	<b>\$576,595</b>	<b>\$403,076</b>	<b>\$448,252</b>	<b>\$381,017</b>	<b>\$440,283</b>	<b>\$579,483</b>	<b>\$833,950</b>	<b>\$1,509,318</b>	<b>\$7,896,886</b>
<b>TOTAL WATER SCEP:</b>				<b>\$4,444,596</b>	<b>\$4,310,603</b>	<b>\$3,901,272</b>	<b>\$1,934,101</b>	<b>\$4,012,945</b>	<b>\$6,462,090</b>	<b>\$6,850,670</b>	<b>\$6,747,204</b>	<b>\$5,893,469</b>	<b>\$4,355,954</b>	<b>\$5,337,153</b>	<b>\$6,077,749</b>	<b>\$60,327,804</b>

**Kentucky-American Water Company**  
**Case No. 2023-00191**  
**Budget for the Forecast Year February 2024 - January 2025, Adjusted to Remove Rate Case Results, Water Business Units Only**

Line	Line Description	Feb-24	Mar-24	Apr-24	May-24	Jun-24	Jul-24	Aug-24	Sep-24	Oct-24	Nov-24	Dec-24	Jan-25	Total
P02	Water revenues - residential	\$4,674,682	\$4,843,582	\$4,835,194	\$5,120,949	\$5,481,803	\$5,854,771	\$5,777,966	\$5,569,343	\$5,172,995	\$4,801,370	\$4,866,984	\$4,978,394	\$61,978,034
P03	Water revenues - commercial	2,115,642	2,271,801	2,331,439	2,567,843	2,647,107	2,920,841	2,948,593	2,876,341	2,565,256	2,213,781	2,155,096	2,262,978	29,876,720
P04	Water revenues - industrial	205,764	208,281	222,835	249,275	281,280	274,537	298,686	271,165	248,258	205,712	197,897	212,829	2,876,520
P05	Water revenues - public fire	408,380	408,434	408,488	408,542	408,596	415,696	415,751	415,806	403,061	403,061	403,061	408,325	4,907,201
P06	Water revenues - private fire	292,229	292,229	292,793	292,973	294,680	300,425	300,110	300,684	291,144	291,700	291,700	292,229	3,532,895
P07	Water revenues - public authority	481,934	520,074	592,297	702,126	725,257	836,122	825,560	779,196	585,563	470,104	446,520	511,068	7,475,823
P08	Water revenues - sales for resale	86,711	94,031	93,138	105,325	105,191	131,228	120,954	107,830	116,285	115,694	116,662	89,240	1,282,287
P09	Water revenues - other	7,604	8,081	9,294	11,213	7,822	8,935	10,946	8,995	8,493	8,834	8,319	7,639	106,174
P11	Other revenues	176,356	188,854	190,172	193,078	214,956	272,911	240,015	201,185	224,122	204,094	197,265	202,386	2,505,392
	<b>Total Revenues</b>	<b>8,449,301</b>	<b>8,835,367</b>	<b>8,975,649</b>	<b>9,651,324</b>	<b>10,166,693</b>	<b>11,015,465</b>	<b>10,938,582</b>	<b>10,530,545</b>	<b>9,615,178</b>	<b>8,714,350</b>	<b>8,683,505</b>	<b>8,965,089</b>	<b>114,541,046</b>
P13	Purchased water	30,580	30,580	30,580	30,580	30,580	30,580	30,580	30,580	32,210	31,251	30,292	30,580	368,973
P14	Fuel and power	511,959	488,384	414,937	597,469	440,763	506,097	431,059	560,225	477,988	360,724	397,157	477,853	5,664,614
P15	Chemicals	365,943	586,280	495,613	506,587	574,001	610,803	643,312	608,992	340,093	266,002	222,351	404,616	5,624,592
P16	Waste disposal	60,419	60,419	60,419	60,419	60,419	60,419	60,419	60,419	47,754	44,779	43,097	60,419	679,404
P17	Salaries and wages	677,797	809,421	690,402	785,125	806,846	734,755	798,977	774,735	688,085	726,486	735,248	739,744	8,967,621
P18	Pension expense	9,177	9,177	9,164	9,164	9,164	9,164	9,164	9,164	18,126	18,131	18,131	9,177	136,903
P19	OPEB expense	(43,596)	(43,596)	(43,550)	(43,550)	(43,550)	(43,550)	(43,550)	(43,550)	(69,398)	(69,415)	(69,415)	(43,596)	(600,315)
P20	Group insurance expense	129,244	129,244	129,244	130,165	133,112	133,112	133,112	133,112	126,297	126,297	126,297	143,439	1,572,674
P21	Other benefits	62,191	68,410	56,723	73,311	64,807	62,200	74,411	63,488	61,284	64,140	64,140	60,801	775,907
P22	Service Company Costs	941,134	1,150,989	934,970	1,023,332	1,147,150	952,040	988,266	1,146,749	999,055	1,037,165	1,202,237	996,341	12,519,428
P23	Contracted services	131,234	154,871	91,071	142,684	157,943	102,935	83,299	129,059	116,442	116,442	81,606	130,097	1,437,684
P24	Building Maintenance and Services	147,617	69,904	66,587	62,263	65,473	75,066	80,117	63,557	68,375	68,375	68,375	76,127	911,837
P25	Telecommunication expenses	17,523	20,137	17,570	21,748	20,439	20,965	23,336	24,129	29,727	29,727	29,727	20,021	275,049
P26	Postage, printing and stationary	561	1,108	1,364	905	702	1,012	1,620	568	1,053	1,053	1,053	1,088	12,087
P27	Office supplies and services	19,106	22,270	17,743	19,546	20,560	20,091	26,543	24,627	15,533	15,533	15,533	22,326	239,411
P28	Advertising & marketing expenses	0	0	0	0	0	0	0	0	0	0	0	0	0
P29	Employee related expense travel & ent	23,542	11,776	11,409	10,651	17,501	12,555	13,170	24,634	12,441	12,441	12,441	14,203	176,764
P30	Miscellaneous expenses	210,417	145,466	(43,804)	183,655	(142,619)	(130,493)	(9,935)	(10,090)	143,725	143,725	156,148	161,118	807,314
P31	Rents	4,232	3,713	11,120	2,372	4,080	3,735	2,841	3,960	1,942	2,293	1,597	5,294	47,180
P32	Transportation	57,617	69,537	71,300	67,225	68,873	79,550	70,057	74,347	86,170	86,179	(160,494)	83,937	654,298
P33	Uncollectible accounts expense	49,169	48,843	50,059	53,041	57,241	59,065	61,358	60,820	65,622	59,538	59,370	52,570	676,694
P34	Customer accounting, other	28,767	37,386	45,355	38,549	49,050	45,064	37,154	34,397	41,212	41,212	41,212	39,615	478,972
P35	Regulatory expense	5,180	5,180	5,180	5,180	5,180	5,180	5,180	5,180	204,634	204,634	204,634	5,180	660,519
P36	Insurance other than group	139,822	139,822	139,818	139,818	139,818	139,818	139,818	139,818	131,644	131,644	131,644	139,822	1,653,304
P37	Maintenance supplies and services	232,934	288,662	310,030	136,527	162,586	109,575	202,856	192,013	249,697	249,697	292,764	297,881	2,725,221
	<b>Total O&amp;M</b>	<b>3,812,567</b>	<b>4,307,983</b>	<b>3,573,304</b>	<b>4,056,767</b>	<b>3,850,119</b>	<b>3,599,738</b>	<b>3,863,164</b>	<b>4,110,933</b>	<b>3,889,709</b>	<b>3,768,053</b>	<b>3,705,146</b>	<b>3,928,654</b>	<b>46,466,137</b>
P40	Depreciation	2,093,343	2,095,920	2,099,485	2,103,679	2,115,128	2,124,384	2,132,083	2,139,915	2,098,028	2,104,767	2,110,965	2,092,258	25,309,955
P41	Amortization	3,851	3,851	3,851	3,851	3,851	3,851	3,851	3,851	12,382	12,382	12,382	3,851	71,803
P42	Removal costs, net	286,358	287,075	288,080	289,338	291,384	293,431	295,506	297,602	271,255	271,951	272,592	285,809	3,430,381
P43	Current federal income taxes - operating	1,548	1,843	2,818	3,191	4,094	6,063	5,379	4,432	4,273	3,574	3,367	2,339	42,921
P44	Current state income taxes - operating	(5,672)	(2,477)	(7,973)	(8,545)	(15,014)	(19,658)	(21,112)	(19,207)	(17,505)	(9,164)	(10,511)	(10,172)	(147,010)
P45	Deferred federal income tax expense	223,839	184,440	227,741	282,420	262,431	285,039	300,855	231,126	183,268	43,902	57,735	187,313	2,470,110
P46	Deferred state income tax expense	90,265	83,157	90,969	100,835	97,228	101,307	104,161	91,580	56,129	64,842	50,943	83,675	1,015,092
P47	Amortization of investment tax credits	0	0	0	0	0	0	0	0	0	0	0	0	0
P48	General taxes	876,928	865,134	857,651	865,833	864,634	862,707	866,552	861,472	944,665	947,768	946,885	891,366	10,651,594
	<b>Total Other Operating Expenses</b>	<b>3,570,462</b>	<b>3,518,943</b>	<b>3,562,623</b>	<b>3,640,601</b>	<b>3,623,736</b>	<b>3,657,124</b>	<b>3,687,275</b>	<b>3,610,770</b>	<b>3,552,494</b>	<b>3,440,021</b>	<b>3,444,358</b>	<b>3,536,438</b>	<b>42,844,846</b>
	<b>Utility Operating Income</b>	<b>1,066,272</b>	<b>1,008,442</b>	<b>1,839,722</b>	<b>1,953,955</b>	<b>2,692,839</b>	<b>3,758,603</b>	<b>3,388,143</b>	<b>2,808,842</b>	<b>2,172,975</b>	<b>1,506,275</b>	<b>1,534,001</b>	<b>1,499,996</b>	<b>25,230,064</b>
P49	Gain/Loss on sale of assets	0	0	0	0	0	0	0	0	0	0	0	0	0
P51	Interest Income	0	0	0	0	0	0	0	0	0	0	0	0	0
P52	Allowance for funds used during construction	(31,199)	(59,542)	(78,253)	(106,183)	(131,222)	(150,428)	(158,031)	(153,615)	(104,475)	(107,374)	(110,291)	(14,057)	(1,204,670)
P55	Miscellaneous Amortization	0	0	0	0	0	0	0	0	0	0	0	0	0
P56	Other miscellaneous deductions	(72,238)	(70,009)	(76,015)	(73,979)	(70,690)	(75,483)	(71,372)	(73,829)	(120,465)	(120,465)	(120,465)	(74,923)	(1,019,934)
P59	Interest on long-term debt	1,062,398	1,062,398	1,062,398	1,111,713	1,161,027	1,161,027	1,161,027	1,199,220	1,059,527	1,059,527	1,059,527	1,062,398	13,222,187
P60	Interest on short-term debt	45,252	46,073	51,637	4,482	0	0	0	0	0	0	328	49,141	196,913
P62	Allowance for borrowed funds used during cons	(11,048)	(21,083)	(27,709)	(37,599)	(46,465)	(53,266)	(55,958)	(54,394)	(49,081)	(51,635)	(54,206)	(4,977)	(467,421)
P63	Amortization of debt expense	20,006	20,006	20,469	20,835	21,201	21,201	21,201	14,165	20,339	20,339	20,339	20,006	240,104
P65	Common Dividends	0	3,650,844	0	0	3,021,362	0	0	4,088,788	0	0	5,505,816	0	16,266,810
	<b>Other Net Deductions</b>	<b>1,013,171</b>	<b>4,628,687</b>	<b>952,528</b>	<b>919,269</b>	<b>3,955,213</b>	<b>903,051</b>	<b>896,866</b>	<b>5,020,334</b>	<b>805,844</b>	<b>800,391</b>	<b>6,301,047</b>	<b>1,037,588</b>	<b>27,233,990</b>
	<b>Net Income</b>	<b>\$53,101</b>	<b>(\$3,620,245)</b>	<b>\$887,194</b>	<b>\$1,034,685</b>	<b>(\$1,262,374)</b>	<b>\$2,855,552</b>	<b>\$2,491,277</b>	<b>(\$2,211,493)</b>	<b>\$1,367,130</b>	<b>\$705,884</b>	<b>(\$4,767,046)</b>	<b>\$462,408</b>	<b>(\$2,003,926)</b>

Excel Reference:

Exhibits\Rate Base\KAWC 2023 Rate Case - Capital-Depr Exp.xlsx\Exh 13 SCEP

**Kentucky American Water**  
**Case No. 2023-00191**  
**Budgeted Construction Expenditures, Adjusted with Known and Measurable Changes, Water Business Units Only**  
**For the Twelve Months Preceding the End of the Forecast Period**

Exhibit 13

<u>Recurring</u>															
<u>Project</u>	<u>Project #</u>	<u>Description</u>	<u>Feb-24</u>	<u>Mar-24</u>	<u>Apr-24</u>	<u>May-24</u>	<u>Jun-24</u>	<u>Jul-24</u>	<u>Aug-24</u>	<u>Sep-24</u>	<u>Oct-24</u>	<u>Nov-24</u>	<u>Dec-24</u>	<u>Jan-25</u>	<u>Total</u>
DV	D12-**01-P	Projects Funded by Others	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$208,333	\$2,500,000
A	R12-**A1	Mains - New	0	0	35,325	37,948	65,361	64,543	127,493	127,886	128,286	128,286	49,871	0	764,999
B	R12-**B1	Mains - Replaced / Restored	1,047,148	1,533,201	2,397,050	1,577,850	1,716,024	2,667,727	2,352,669	2,527,410	3,388,320	1,507,498	388,012	964,583	22,067,491
C	R12-**C1	Mains - Unscheduled	188,640	88,185	119,486	59,913	57,985	55,923	56,223	86,250	177,020	188,858	354,069	227,448	1,660,000
D	R12-**D1	Mains - Relocated	15,192	44,474	44,660	82,843	120,322	120,801	83,801	83,564	45,330	24,960	18,958	30,192	715,097
E	R12-**E1	Hydrants, Valves, and Manholes - New	4,854	37,492	54,313	55,130	59,768	59,800	55,300	41,813	37,936	5,330	4,192	3,573	419,500
F	R12-**F1	Hydrants, Valves, and Manholes - Replaced	39,792	43,667	128,139	165,434	186,636	287,640	288,411	286,162	285,137	311,351	206,740	37,690	2,266,800
G	R12-**G1	Services and Laterals - New	232,558	276,300	277,763	375,157	376,889	347,322	345,023	277,891	235,182	197,250	104,331	201,835	3,247,500
H	R12-**H1	Services and Laterals - Replaced	58,318	67,745	108,136	112,419	112,701	112,726	112,726	87,622	59,283	46,811	280,620	45,892	1,205,001
I	R12-**I1	Meters - New	1,012	4,541	4,564	4,587	7,103	7,119	4,619	4,603	4,587	1,064	798	906	45,500
J	R12-**J1	Meters - Replaced	1,259,707	2,209,446	2,219,592	2,225,589	2,225,590	2,225,188	341,694	15,988	1,998	0	0	364,170	13,088,962
K	R12-**K1	ITS Equipment and Systems	20,272	28,452	38,551	40,679	55,852	55,961	40,961	38,852	28,679	17,532	13,152	45,288	424,234
L	R12-**L1	SCADA Equipment and Systems	0	27,676	176	176	166,309	1,059	1,059	158,258	353,251	133,077	57,958	0	899,000
M	R12-**M1	Security Equipment and Systems	44,452	46,747	58,948	76,147	76,333	76,442	59,333	49,160	46,974	35,323	28,471	26,670	625,000
N	R12-**N1	Offices and Operations Centers	11,090	13,676	15,756	75,666	23,224	23,269	129,109	129,785	128,448	158,627	81,331	3,019	793,001
O	R12-**O1	Vehicles	0	150,961	76,442	76,923	151,923	152,403	77,403	157,435	241,308	261,679	53,524	0	1,400,000
P	R12-**P1	Tools and Equipment	67,731	68,160	94,455	94,621	94,788	94,788	94,788	384,684	386,530	388,376	224,879	3,573	1,997,371
Q	R12-**Q1	Process Plant Facilities and Equipment	62,756	68,739	97,445	456,905	464,608	341,128	340,360	336,385	332,892	328,828	323,078	56,374	3,209,499
S	R12-**S1	Engineering Studies	6,482	6,523	6,523	6,523	6,523	6,523	6,523	6,523	6,523	3,370	6,441	75,000	
<b>Subtotal:</b>			<b>\$3,268,336</b>	<b>\$4,924,318</b>	<b>\$5,985,659</b>	<b>\$5,732,843</b>	<b>\$6,176,272</b>	<b>\$6,908,695</b>	<b>\$4,725,828</b>	<b>\$5,008,604</b>	<b>\$6,096,016</b>	<b>\$3,949,707</b>	<b>\$2,401,689</b>	<b>\$2,225,988</b>	<b>\$57,403,955</b>
<u>Enterprise Solutions</u>															
<u>Project</u>	<u>Project #</u>	<u>Description</u>													
T	R12-**T12	ITS Equipment and Systems - Enterprise Solutions	158,994	254,729	278,031	269,180	265,381	261,643	244,386	253,555	247,754	241,336	347,884	173,128	\$2,996,000
<b>Subtotal:</b>			<b>\$158,994</b>	<b>\$254,729</b>	<b>\$278,031</b>	<b>\$269,180</b>	<b>\$265,381</b>	<b>\$261,643</b>	<b>\$244,386</b>	<b>\$253,555</b>	<b>\$247,754</b>	<b>\$241,336</b>	<b>\$347,884</b>	<b>\$173,128</b>	<b>\$2,996,000</b>
<u>Investment</u>															
<u>Project</u>	<u>Project #</u>	<u>Description</u>													
IP	I12-020082	KRS1 UV Facility	0	0	0	0	0	71,745	149,469	150,427	223,137	224,567	226,006	227,454	1,272,805
IP	I12-020083	RRS - UV Facility	342,913	400,300	380,790	350,117	296,302	0	0	0	0	0	0	0	1,770,421
IP	I12-020094	Cox Street Booster Station	46,211	43,765	0	0	0	0	0	0	0	0	0	0	89,975
IP	I12-020095	Mercer Rd Booster Station	0	248,349	249,941	113,571	114,299	104,959	19,254	19,254	26,131	126,529	104,776	0	1,127,063
IP	I12-020102	KRS1 Low Service Pump Improvements	333,608	335,746	227,520	173,458	163,532	164,580	164,777	12,493	12,574	12,654	12,735	12,817	1,626,496
IP	I12-020107	KRS1 Gravity Thickner	501,194	614,784	618,724	622,689	626,679	630,695	634,737	638,804	642,898	647,018	488,287	0	6,666,509
IP	I12-020109	Ford Hampton Booster Station	112,179	112,897	156,769	201,924	203,218	193,483	194,723	119,710	10,447	0	0	0	1,305,350
IP	I12-020113	Millersburg Transmission Main	888,679	949,563	1,066,026	1,072,857	1,134,921	1,142,194	1,094,325	1,046,149	997,665	1,004,058	820,543	0	11,216,980
IP	I12-02xxx2	KRS 1 Screw Press	0	0	0	0	0	0	0	0	0	0	0	55,190	55,190
IP	I12-02xxx5	Low Service Pumps for RRS	0	0	0	0	0	0	0	0	0	0	0	717,454	717,454
IP	I12-300013	Owenton Booster Station	1,142	1,150	1,157	221,920	223,342	224,773	100,730	6,104	6,143	6,182	6,222	0	798,865
<b>Subtotal:</b>			<b>\$2,225,927</b>	<b>\$2,706,554</b>	<b>\$2,700,926</b>	<b>\$2,756,535</b>	<b>\$2,762,293</b>	<b>\$2,532,430</b>	<b>\$2,358,015</b>	<b>\$1,992,942</b>	<b>\$1,918,994</b>	<b>\$2,021,008</b>	<b>\$1,658,569</b>	<b>\$1,012,915</b>	<b>\$26,647,108</b>
<b>TOTAL WATER SCEP:</b>			<b>\$5,653,257</b>	<b>\$7,885,601</b>	<b>\$8,964,615</b>	<b>\$8,758,559</b>	<b>\$9,203,945</b>	<b>\$9,702,768</b>	<b>\$7,328,229</b>	<b>\$7,255,101</b>	<b>\$8,262,764</b>	<b>\$6,212,051</b>	<b>\$4,408,142</b>	<b>\$3,412,031</b>	<b>\$87,047,063</b>

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 14**

**Description of Filing Requirement:**

Statement of Attestation signed by Kentucky-American Water Company's Chief Officer (Ms. Kathryn Nash) in charge of Kentucky Operations.

**Response:**

Please see attached.

For electronic version, see KAW\_APP\_EX14\_063023.pdf.

**KENTUCKY PUBLIC SERVICE COMMISSION**

**KENTUCKY-AMERICAN WATER COMPANY**

**CASE NO. 2023-00191**

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Comes Kathryn Nash, President of Kentucky-American Water Company, and as required by 807 KAR 5:001, Section 16(7)(e), does hereby attest as follows:

1. That the forecast utilized by Kentucky-American Water Company in Case No. 2023-00191 is reasonable, reliable, made in good faith, and all basic assumptions used in the forecast have been identified and justified;
2. That the forecast utilized by Kentucky-American Water Company in Case No. 2023-00191 contains the same assumptions and methodologies as in the forecast prepared for use by management, except for the differences that have been identified and explained in the filing requirements and schedules thereto; and
3. That productivity and efficiency gains are included in the forecast.



*J. Haymes*

*Kathryn Nash*  
Kathryn Nash

Date: *June 28, 2023*

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 15**

**Description of Filing Requirement:**

Information regarding major construction projects which constitute 5% or more of the annual construction budget.

**Response:**

Please see attached.

For electronic version, see [KAW\\_APP\\_EX15\\_063023.pdf](#).



KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
MAJOR CONSTRUCTION PROJECTS  
COMPRISING 5% OR MORE OF THE ANNUAL BUDGET

Investment Project Number	Project Description	Actual or Estimated Start Up Date	Estimated Completion Date	Estimated Costs Inclusive of AFUDC			Estimated Costs Exclusive of AFUDC			Costs incurred to Date * Inclusive of AFUDC	Costs Incurred to Date * Exclusive of AFUDC
				2024	2025	2026	2024	2025	2026		
I12-020113	Millersburg Supply Main	2/1/2024	12/30/2024	\$12,100,000	\$0	\$0	\$11,680,409	\$0	\$0	\$56,606	\$56,485
I12-020xxx	KRS1 Screw Press	8/1/2025	8/1/2026	\$0	\$2,895,386	\$2,716,932	\$0	\$2,826,756	\$2,502,255	\$0	\$0
I12-020107	KRS1 Gravity Thickener	1/1/2024	10/30/2024	\$7,000,000	\$0	\$0	\$6,740,245	\$0	\$0	\$565,556	\$549,166
I12-020082	KRS1 UV	6/1/2025	8/30/2026	\$1,045,351	\$7,674,348	\$7,235,377	\$1,030,248	\$7,449,253	\$6,659,256	\$0	\$0

\* Represents project costs as of 5/31/2023

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 16**

**Description of Filing Requirement:**

Information regarding major construction projects which constitute less than 5% of the annual construction budget.

**Response:**

Please see attached.

For electronic version, see KAW\_APP\_EX16\_063023.pdf.

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
MAJOR CONSTRUCTION PROJECTS  
COMPRISING 5% OR LESS OF THE ANNUAL BUDGET**

Investment Project Number	Project Description	Actual or Estimated Start Up Date	Estimated Completion Date	Estimated Costs Inclusive of AFUDC			Estimated Costs Exclusive of AFUDC			Costs incurred to Date * Inclusive of AFUDC	Costs Incurred to Date * Exclusive of AFUDC
				2024	2025	2026	2024	2025	2026		
Various	Aggregate of all Construction Costs incurred under 5% of the Annual Construction Budget	Various	Various	\$7,764,192	\$2,670,969	\$2,872,949	\$7,543,925	\$2,596,569	\$2,742,119	\$2,038,306	\$1,980,651

\* Represents project costs as of 5/31/2023

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 17**

**Description of Filing Requirement:**

Financial Forecast (for 2024-2026) Operating Income Statements

**Response:**

Please see attached.

For electronic version, see KAW\_APP\_EX17\_063023.pdf.

**KENTUCKY-AMERICAN WATER COMPANY  
PROJECTED ANNUAL INCOME STATEMENT**

	<b>2024</b>	<b>2025</b>	<b>2026</b>
Operating Revenues	\$114,312,694	\$115,771,013	\$116,117,018
Operating Expenses			
Operation & Maintenance	45,933,309	48,187,636	49,590,325
Depreciation and Amortization	28,056,905	26,555,683	27,904,313
General Taxes	10,587,751	11,351,959	11,952,833
Loss (gain) on Sale of Assets	0	0	0
Income Taxes	4,185,138	3,891,931	2,946,595
Total Operating Expenses	88,763,103	89,987,209	92,394,065
Utility Operating Income	25,549,591	25,783,804	23,722,952
Other Income	1,678,250	1,253,288	1,740,900
Total Income	27,227,841	27,037,092	25,463,852
Income Deductions	229,883	233,997	243,590
Income Before Interest	26,997,958	26,803,095	25,220,262
Interest Charges	12,872,172	13,666,950	15,274,839
Net Income	\$14,125,786	\$13,136,145	\$9,945,423
Preferred Dividends	0	0	0
Net Income to Common	\$14,125,786	\$13,136,145	\$9,945,423
Common Dividends	\$8,475,472	\$7,881,687	\$5,967,254
Balance for Retained Earnings	\$5,650,314	\$5,254,458	\$3,978,169
Payout Ratio	60%	60%	60%
Return on Common Equity - 12/31	4.5%	3.8%	2.7%
Common Equity - 12/31	\$316,572,636	\$346,827,094	\$371,305,263

Note: Forecast does not include projection of current rate case

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 18**

**Description of Filing Requirement:**

Financial Forecast (for 2024-2026) Balance Sheet

**Response:**

Projected End-of-Year Balance Sheet

(\$000)	2024	2025	2026
Fixed Assets	\$791,453	\$852,397	\$914,303
Non-Utility Property	250	250	250
Current Assets	20,160	20,383	21,435
Deferred Debits	15,582	15,582	15,582
<b>TOTAL ASSETS</b>	<b>\$827,444</b>	<b>\$888,612</b>	<b>\$951,570</b>
Total Capital	\$602,659	\$659,148	\$713,326
Current Liabilities	40,402	40,532	41,222
Deferred Credits	184,384	188,932	197,022
<b>TOTAL CAPITAL &amp; LIABILITIES</b>	<b>\$827,444</b>	<b>\$888,612</b>	<b>\$951,570</b>

For electronic version, see KAW\_APP\_EX18\_063023.pdf.

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 19**

**Description of Filing Requirement:**

Financial Forecast (for 2024-2026) Cash Flow Statements

**Response:**

Please see attached. The forecast does not include projection of the current rate case.

For electronic version, see [KAW\\_APP\\_EX19\\_063023.pdf](#).

**KENTUCKY-AMERICAN WATER COMPANY**  
**STATEMENT OF CASH FLOWS**  
**(000'S OMITTED)**

	<b>2024</b>	<b>2025</b>	<b>2026</b>
Net Income	\$14,126	\$13,136	\$9,945
Depreciation & amortization	28,057	26,556	27,904
Provision for Deferred Income Tax	3,508	5,501	5,523
AFUDC Equity	(1,209)	(903)	(1,254)
Pension and non-pension post retirement	(1,227)	(1,286)	(1,172)
Other, net	3,441	2,956	6,309
Changes in assets and liabilities	9,208	(171)	(674)
<b>Net Cash from Operations</b>	<b>\$55,904</b>	<b>\$45,788</b>	<b>\$46,582</b>
<b>Cash Flow from Investing Activities</b>			
Capital expenditures	(\$88,097)	(\$87,202)	(\$88,963)
AFUDC Equity	1,209	903	1,254
Removal costs from property, plant and equipment retirements	(6,321)	(7,595)	(8,093)
<b>Net Cash from Investing</b>	<b>(\$93,209)</b>	<b>(\$93,894)</b>	<b>(\$95,801)</b>
<b>Cash Flow from Financing Activities</b>			
Proceeds from long-term debt	\$20,000	\$26,500	\$30,000
Net borrowings (repayments) under short-term debt agreements	806	78	312
Advances and contributions for construction net of refunds	4,675	4,675	4,675
Capital Contribution	20,500	25,000	20,500
Debt issuance costs	(200)	(265)	(300)
Dividends paid	(8,475)	(7,882)	(5,967)
<b>Net Cash from Financing</b>	<b>\$37,305</b>	<b>\$48,106</b>	<b>\$49,220</b>
<b>Cash Generated During the Year</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
<b>Beginning Cash Balance</b>	<b>(0)</b>	<b>(0)</b>	<b>(0)</b>
<b>Ending Cash Balance</b>	<b>(\$0)</b>	<b>(\$0)</b>	<b>(\$0)</b>



**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 20**

**Description of Filing Requirement:**

Financial Forecast (for 2024-2026) Revenue Requirements

**Response:**

Please refer to Exhibit No. 17 for Revenue Requirements. Also see Exhibit 37C for the revenue requirement for the forecasted test-year ended January 2025.

For electronic version, see [KAW\\_APP\\_EX20\\_063023.pdf](#) for this document, [KAW\\_APP\\_EX17\\_063023.pdf](#) for Revenue Requirements, and [KAW\\_APP\\_EX37C\\_063023.pdf](#) for Exhibit 37C.

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 21**

**Description of Filing Requirement:**

Financial Forecast (for 2024-2026) Employee Level

**Response:**

Year End Number of Employees:	<u>2024</u>	<u>2025</u>	<u>2026</u>
	156	156	156

For electronic version, see KAW\_APP\_EX21\_063023.pdf.

**KENTUCKY-AMERICAN WATER COMPANY**  
**CASE NO. 2023-00191**  
**FORECASTED TEST PERIOD FILING REQUIREMENTS**  
**EXHIBIT NO. 22**

**Description of Filing Requirement:**

Financial Forecast (for 2024-2026) Labor Cost Changes

**Response:**

Total Labor Cost Changes	<u>2024</u>	<u>2025</u>	<u>2026</u>
O&M	\$ 8,944,081	\$ 9,226,561	\$ 9,517,198
Capital	<u>\$ 4,791,835</u>	<u>\$ 4,943,175</u>	<u>\$ 5,098,885</u>
Total	<u>\$13,735,916</u>	<u>\$14,169,736</u>	<u>\$14,616,083</u>

For electronic version, see KAW\_APP\_EX22\_063023.pdf.

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 23**

**Description of Filing Requirement:**

Financial Forecast (for 2024–2026) Capital Structure Requirements

**Response:**

Please see attached.

For electronic version, see [KAW\\_APP\\_EX23\\_063023.pdf](#).

**Kentucky-American Water Company**  
**Exhibit 23**  
**FINANCING PROJECTIONS**  
**(\$000)**

Increments of New Capital

<u>Calendar Year</u>	Short-Term Debt	Long-Term Debt	Preferred	Common
2024	806	20,000	0	20,500
2025	78	26,500	0	25,000
2026	312	30,000	0	20,500

Total Capitalization

<u>As of December 31,</u>	Short-Term Debt	Long-Term Debt	Preferred	Common
2024	12,407	282,336	2,250	321,888
2025	12,484	308,964	2,250	357,548
2026	12,796	339,075	2,250	390,723

Capitalization Ratios

<u>As of December 31,</u>	Bank Loans	Debt	Preferred	Common
2024	2.00%	45.62%	0.36%	52.01%
2025	1.83%	45.35%	0.33%	52.48%
2026	1.72%	45.52%	0.30%	52.46%

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 24**

**Description of Filing Requirement:**

Financial Forecast (For 2024-2026) Rate Base

**Response:**

12/31/2024	Rate Base	\$ 616,263,159
12/31/2025	Rate Base	\$ 666,811,749
12/31/2026	Rate Base	\$ 718,201,408

For electronic version, see [KAW\\_APP\\_EX24\\_063023.pdf](#).

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 25**

**Description of Filing Requirement:**

Financial Forecast (2024-2026) Water Sales (Gallons)

**Response:**

<u>Water Sales (000 Gallons)</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Residential	5,749,777	5,732,222	5,715,122
Commercial	4,106,831	4,166,128	4,225,274
Industrial	571,807	571,807	571,807
Municipal & OPA	1,209,547	1,209,547	1,209,547
Sales for Resale	269,885	269,885	269,885
Miscellaneous & Fire	<u>15,369</u>	<u>15,369</u>	<u>15,369</u>
<b>Total</b>	<b><u>11,923,216</u></b>	<b><u>11,964,958</u></b>	<b><u>12,007,004</u></b>

For electronic version, see KAW\_APP\_EX25\_063023.pdf.

**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 26**

**Description of Filing Requirement:**

Financial Forecast (for 2024-2026) Customer Forecast

**Response:**

<u>Average Customer Count</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
Residential	126,101	127,114	128,145
Commercial	9,632	9,755	9,876
Industrial	26	26	26
Municipal & OPA	779	779	779
Sale for Resale	19	19	19
Miscellaneous & Fire	<u>2,664</u>	<u>2,712</u>	<u>2,757</u>
<b>Total</b>	<b><u>139,221</u></b>	<b><u>140,405</u></b>	<b><u>141,602</u></b>

For electronic version, see KAW\_APP\_EX26\_063023.pdf.



**KENTUCKY-AMERICAN WATER COMPANY  
CASE NO. 2023-00191  
FORECASTED TEST PERIOD FILING REQUIREMENTS  
EXHIBIT NO. 27**

**Description of Filing Requirement:**

Most Recent Stock or Bond Prospectus

**Response:**

There has been no common stock prospectus. Please see attached for a copy of the executed Promissory Note for KAWC's most recent debt issuance, the \$10.0 million of long-term debt issued on May 18, 2022. There was no prospectus since this was not a public offering.

For electronic version, see KAW\_APP\_EX27\_063023.pdf.

PROMISSORY NOTE  
FOR LONG-TERM BORROWINGS  
4.450% Maturity due June 1, 2032

**\$10,000,000**

**May 18, 2022**

FOR VALUE RECEIVED, **Kentucky-American Water Company, an Kentucky corporation** (herein "Borrower") hereby promises to pay to the order of American Water Capital Corp., a Delaware corporation ("Lender"), in same day funds at its offices at 1 Water Street, Camden, NJ 08102 or such other place as Lender may from time to time designate, the principal sum of **ten million dollars (\$10,000,000)**, together with interest thereon from the date hereof until paid in full. Interest shall be charged on the unpaid outstanding principal balance hereof at a rate per annum, in accordance with the terms attached, a rate equal to or less than equal to the rate paid and to be paid by Lender with respect to the borrowings it made in order to provide funds to Borrower hereunder. Interest on borrowings shall be due and payable in immediately available funds on the same business day on which the Lender must pay interest on the borrowings it made in order to provide funds to the Borrower hereunder. The principal amount hereof shall be due and payable hereunder at such times and in such amounts and in such installments hereunder as the Lender must pay with respect to the borrowings it made in order to provide funds to the Borrower hereunder. Lender has provided Borrower with a copy of the documentation evidencing the borrowings made by Lender in order to provide funds to Borrower hereunder. In the absence of manifest error, such documentation and the records maintained by Lender of the amount and term, if any, of borrowings hereunder shall be deemed conclusive.

The occurrence of one or more of any of the following shall constitute an event of default hereunder:

(a) Borrower shall fail to make any payment of principal and/or interest due hereunder or under any other promissory note between Lender and Borrower within five business days after the same shall become due and payable, whether at maturity or by acceleration or otherwise;

(b) Borrower shall apply for or consent to the appointment of a receiver, trustee or liquidator of itself or any of its property, admit in writing its inability to pay its debts as they mature, make a general assignment for the benefit of creditors, be adjudicated a bankrupt or insolvent or file a voluntary petition in bankruptcy or a petition or an answer seeking reorganization or an arrangement with creditors or to take advantage of any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation of law or statute, or an answer admitting the material allegations of a petition filed against it in any proceeding under any such law, or if action shall be taken by Borrower for the purposes of effecting any of the foregoing; or

(c) Any order, judgment or decree shall be entered by any court of competent jurisdiction, approving a petition seeking reorganization of Borrower or all or a substantial part of the assets of Borrower, or appointing a receiver, trustee or liquidator of Borrower or any of its property, and such order, judgment or decree shall continue unstayed and in effect for any period of sixty (60) days.

Upon the occurrence of any event of default, the entire unpaid principal sum hereunder plus all interest accrued thereon plus all other sums due and payable to Lender hereunder shall, at the option of Lender, become due and payable immediately. In addition to the foregoing, upon the occurrence of any event of default, Lender may forthwith exercise singly, concurrently, successively or otherwise any and all rights and remedies available to Lender by law, equity, statute or otherwise.

Borrower hereby waives presentment, demand, notice of nonpayment, protest, notice of protest or other notice of dishonor in connection with any default in the payment of, or any enforcement of the payment of, all amounts due hereunder. To the extent permitted by law, Borrower waives the right to any stay of execution and the benefit of all exemption laws now or hereafter in effect.

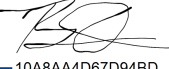
Following the occurrence of any event of default, Borrower will pay upon demand all costs and expenses (including all amounts paid to attorneys, accountants, and other advisors employed by Lender), incurred by Lender in the exercise of any of its rights, remedies or powers hereunder with respect to such event of default, and any amount thereof not paid promptly following demand therefore shall be added to the principal sum hereunder and will bear interest at the contract rate set forth herein from the date of such demand until paid in full. In connection with and as part of the foregoing, in the event that this Note is placed in the hands of an attorney for the collection of any sum payable hereunder, Borrower agrees to pay reasonable attorneys' fees for the collection of the amount being claimed hereunder, as well as all costs, disbursements and allowances provided by law.

If for any reason one or more of the provisions of this Note or their application to any entity or circumstances shall be held to be invalid, illegal or unenforceable in any respect or to any extent, such provisions shall nevertheless remain valid, legal and enforceable in all such other respects and to such extent as may be permissible. In addition, any such invalidity, illegality or unenforceability shall not affect any other provisions of this Note, but this Note shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

This Note inures to the benefit of Lender and binds Borrower and Lender's and Borrower's respective successors and assigns, and the words "Lender" and "Borrower" whenever occurring herein shall be deemed and construed to include such respective successors and assigns.

This Promissory Note is one of the promissory notes referred to in the Financial Services Agreement dated as of June 15, 2000 between Borrower and Lender to which reference is made for a statement of additional rights and obligations of Lender and Borrower.

IN WITNESS WHEREOF, Borrower has executed this Promissory Note the day and year first written above.

DocuSigned by:  


Kentucky -American Water Company

By: \_\_\_\_\_  
Brian Queen  
CFO, Operations