

PSC KY. NO. 2

CANCELLING PSC KY. NO. 1

Ohio County Water District

OF

Hartford, Ohio County, Kentucky

RATES, CHARGES, AND REGULATIONS

FOR FURNISHING

WATER SERVICE

AT

Ohio County, Kentucky and Adjoining Counties

FILED WITH THE

PUBLIC SERVICE COMMISSION

OF

KENTUCKY

DATE OF ISSUE April 1 2024
Month / Date / Year

DATE EFFECTIVE May 1, 2024
Month / Date / Year

ISSUED BY /s/ Eric Hickman
(Signature of Officer)

TITLE General Manager

AREA Ohio County and Adjoining Counties

PSC KY NO. 2

Original SHEET NO. 1

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RATES AND CHARGES

Monthly Water Rates

First 2,000 Gallons	\$ 25.97 Minimum Bill
Next 18,000 Gallons	0.01079 Per Gallon
Next 30,000 Gallons	0.00933 Per Gallon
Next 50,000 Gallons	0.00785 Per Gallon
Over 100,000 Gallons	0.00639 Per Gallon

Wholesale	0.00329 Per Gallon
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Unmetered Fire Sprinkler		
Monthly Fee	\$ 12.78	(N)
Water Usage	0.00639 Per Gallon	(N)

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BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
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RATES AND CHARGES

Nonrecurring Charges

Meter Connection/Tap Fees			
5/8-Inch x 3/4-Inch Meter		\$1,280.00	
Larger Meters		Actual Cost	
Fire Sprinkler/Private Fire Protection Line Connection Fee		Actual Cost	(N)
Connection/Turn-on Charge		\$ 25.21	
Late Payment Charge		10%	
Meter Relocation Charge		Actual Cost	
Meter Re-read Charge		\$ 25.21	
Meter Test Charge (5/8-Inch Meter)		\$ 45.43	
Meter Test Charge (1-Inch or Larger)		Actual Cost	
Reconnection Charge		\$ 45.43	
Returned Payment Charge		\$ 25.00	
Service Call/Investigation		\$ 25.21	
Service Call/Investigation (After Hours)		\$ 52.99	
Damage to Lid or Meter Equipment/Meter Lock		Actual Cost	(N)
Water Main Extension/Service Line Connection Estimate		Actual Cost	(N)

Note: Regular working hours for the District's Maintenance Staff are 8:00 a.m. to 4:00 p.m. (T)
Monday through Friday, excluding holidays. Upon customer request, and subject to availability
of Maintenance Staff, services may be performed outside regular working hours. Those services (T)
will be charged at the Service Call/Investigation (After Hours) rate.

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RULES AND REGULATIONS

1. DEFINITIONS

a. "Commercial customer" means customer that is a private school, college, hospital, church and other private educational, cultural, social, or religious organization, or business or manufacturing establishment.

b. "Commission" means Kentucky Public Service Commission.

c. "Customer" shall mean any person, firm, corporation, entity, or municipality supplied with water service by Ohio County Water District pursuant to these Rules and Regulations.

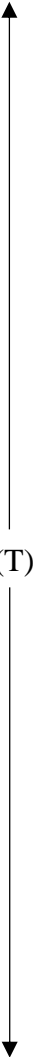
d. "District" means Ohio County Water District acting through its officers, managers, or other duly authorized employees or agents.

e. "Fire department" means a firefighting organization operated and controlled by any city, county, urban-county, charter county, fire protection district, or volunteer fire protection district.

f. "Non-standard Service" means service that is supplied through a meter that is larger than a 5/8-inch by 3/4-inch meter.

g. "Private fire protection service" means water service to support the operation of a private fire protection system, including private fire hydrants, automatic fire sprinkler systems, standpipes, and other appurtenances that a Customer installs to assist in extinguishing fires.

h. "Residential customer" means a customer receiving water service at single premise residence or at multiple premises residences if each premise is served through a single Meter, or at a premises served through a single Meter with multiple owners if the usage is primary for residential purposes.



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i. "Standard service" means service supplied through a 5/8-inch by 3/4-inch meter.

j. "Wholesale customer" means a customer that is a private or public water utility, including a city, that purchases water for resale to its customers.

2. RULES AND REGULATIONS GOVERNING RENDERING OF SERVICE

These 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. No District employee or commissioner, except when acting with formal approval of the District's Board of Commissioners, is authorized to grant an exception to or deviation therefrom.

3. REQUESTS FOR WATER SERVICE

a. Each applicant for water service must execute a water user's agreement or contract for water service for each Premises for which the Applicant seeks water service. The information provided shall be true, accurate and current. The applicant is responsible for advising the District of any subsequent changes. Providing false, misleading, or inaccurate information in the water user's agreement or contract for water service is grounds for discontinuance of water service.

b. Applications for water service are not transferable. New occupants of premises must complete a water user's agreement before commencing use of water service. If a Customer transfers ownership of the property receiving water service and ceases to reside at the property and the acquiring party or a person acting on behalf of or under the authority of the acquiring party takes possession of the premises and is the primary recipient of water service to that property, the acquiring party or new party in possession must execute a water user's agreement or contract for water service with the District. The District may, after reasonable notice, discontinue water service to the property until the acquiring party or new party in possession has executed a water user's agreement or a contract for service.



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c. A Customer who has contracted for water service with the District is responsible for payment of all water service furnished to the Premises until such time as the Customer properly notifies the District to discontinue service for his/her account at the Premises. (N)
(N)
(N)

d. No Customer shall use water for any purpose other than that for which he/she shall have requested service, and the District has approved.

e. No Customer, except a wholesale customer, may resell water.

f. The District may refuse service to a Customer with an outstanding, unpaid balance for water service that the District has previously provided until the balance owed is paid.

g. At the time of its Application, an Applicant for water service must present photo identification card containing the Applicant's photo. In lieu of photo identification, the Applicant may present an alternate form of identification such as an identification card with applicant's name issued by a Kentucky county government or any food stamp identification card, electronic benefit transfer card, or supplemental nutrition assistance card issued by the Commonwealth of Kentucky showing the applicant's name. A credit card or debit card showing the applicant's name is not an acceptable alternate form of identification. (N)
(N)
(N)
(N)
(N)
(N)
(N)

h. Unless Applicant otherwise advises the District, an application shall be considered an application for standard service. If an Applicant requests non-standard service, the applicant must provide justification for the installation of a meter larger than 5/8-inch by 3/4-inch and must pay to the District the cost of any special installation necessary to meet the applicant's requirements. (T)
(T)
(T)
(T)
(T)

i. If an Applicant requests the District to provide an estimate of the cost to make a connection or main extension and District employees must visit the proposed service site to prepare such estimate, the District may assess a charge to the Applicant equal to the labor and travel expenses necessary to prepare the estimate. If the Applicant executes a water user's agreement or (N)
(N)
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(N)

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contract for service within 90 days of the District providing such estimate, the amount charged will be credited to the cost of the service connection or main extension. (N)
(N)

j. Water service will not be initiated unless the Applicant or Applicant's representative is physically present at the Premises or has executed a Water Turn-on Release Form expressly consenting to the turn on of service without his or her presence or the presence of the Applicant's representative at the Premises. (N)
(N)
(N)
(N)

4. TERMS AND CONDITIONS OF BILLING AND PAYMENT

a. Bills for water service by Meter will be rendered monthly with ending dates as the District determines.

b. The billing rate for all customers shall be based on each 1,000 gallons of water delivered and shall be rounded for amounts smaller than 1,000 gallons depending upon the capabilities of the District's meters and billing software. Each non-wholesale customer shall pay a minimum monthly charge, which shall include 2,000 gallons of water. (T)
(T)
(T)
(T)

c. All bills for water service are due and payable when rendered and are considered delinquent if not paid by the due date set forth on the bill. Failure to pay will render the Customer subject to disconnection and subject to payment a reconnection fee. If any bill for water service is not paid in accordance with this Tariff, the District may discontinue service in accordance with these Rules and Regulations. (T)
(T)
(T)
(T)
(T)

d. A Customer is responsible for furnishing the District with the correct billing address and telephone number. Failure to receive a bill does not excuse non-payment nor permit an extension of the date when the account would be considered delinquent. (N)
(N)
(N)

e. Bills will be sent to the billing address (postal address) provided in the application for service unless the District is notified in writing by the Customer of a change of billing address. (T)
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f. The District is not bound by bills rendered under mistake of fact as to the quantity of service rendered.

g. If a Customer disputes a bill, the Customer’s accounts shall be considered current while the dispute is pending if the customer continues to make undisputed payments and stays current on subsequent bills.

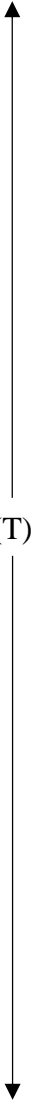
h. The use of water by the same Customer at different premises or localities will not be combined.

i. If payment is not received by the due date specified on the bill, the Customer will be assessed a Late Payment Charge. Any late payment charge shall be waived for any bill or portion of a bill for which a customer has received third-party billing assistance through the Low-Income Household Drinking Water and Wastewater Emergency Assistance Program or from another public or charitable source.

j. The District maintains a Payment Drop Box for the convenience of Customers and retrieves the deposited payments at the start of each business day. Payments deposited after hours will be considered as received on the next business day.

k. Customers may make payment by credit or debit card online, in person at the District’s office or at the offices of the District’s designated agents, or by telephone. If payment by credit or debit card is declined, the customer’s obligation to pay the billed amount on the due date remains unchanged. Credit and debit card payments are subject to a processing fee to equal to that charged to the utility by the credit or debit card processing company to process the transaction. This fee is generally calculated using a formula applied to the balance of the amount charged to the credit or debit account but may be a flat fee per transaction. Prior to processing the transaction, the District will inform the customer of the fee amount.

l. Residential Customers may elect to participate in a monthly budget billing payment plan. Under such a plan, Customers pay a fixed monthly amount determined by the District based



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on historical or estimated usage. A Customer may enroll in such a plan at any time. The District will issue bills 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 District may remove the Customer from the plan, restore the customer to regular billing, and require immediate payment of any deficiency.

m. KRS 139.470(7) and Kentucky Department of Revenue regulations determine if an account may be classified as residential and thus exempt from sales tax. Accounts classified as residential as of December 31, 2022, will continue to be classified as residential provided the account remains active, the account holder has only one residential account with the District, and the property is the account holder’s primary residence. If the account holder has more than one account with the District, only the address at which the account holder resides will be eligible for the exemption and account holder must complete a Declaration of Domicile for Purchase of Residential Utilities, Form 51A380, to be eligible for the sales tax exemption at that residence. If an account holder has multiple accounts and more than one account serves as a place of domicile for different Kentucky residents (for example, an account holder owns two homes, resides at one location and rents the other), then a Declaration of Domicile for Purchase of Residential Utilities, Form 51A380, must be executed by a person residing at the property served for the account to be classified as residential and exempted from sales tax.

n. For an account involving water service to a multi-unit residential rental facility or mobile home or recreational vehicle park for which the owner of the facility or park is billed for the water service provided, the account will not be considered residential unless the property owner submits a completed Multi-Unit Declaration of Domicile for An Owner or Operator of a Multi-Unit Residential Rental Facility or Mobile Home and Recreational Vehicle Park, Form 51A382. Customer accounts with a master meter that serves only common areas or that serves common areas and multiple dwelling units are not eligible for residential treatment.

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(T)
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5. DEPOSITS

a. A deposit of \$104.00 will be assessed upon the Customer's request for water service. The District may refuse or disconnect service if the deposit is not paid. (N)

b. The District may require a deposit in addition to the initial deposit if a Customer's usage changes substantially change or the deposit is recalculated at the customer's request in accordance with Commission regulations.

c. Interest on deposits. Interest will accrue on all deposits at the rate prescribed by law beginning on the date of the deposit. Interest accrued will be refunded to the Customer or credited to the Customer's bill on an annual basis, except if the Customer's bill is delinquent on the anniversary date of the deposit, in which case the accrued interest will be deducted from the amount of the delinquent bill. If interest is paid or credited to the Customer's bill prior to twelve (12) months after the date of the deposit or last paid interest date, the payment or credit will be prorated. (T)

d. Upon termination of service, the deposit, any principal amounts, and interest earned, and owing will be credited to the final bill with any remainder refunded to the customer.

e. If a deposit is held longer than 18 months, the deposit will be recalculated at the Customer's request based on the customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential customer or 10 percent for a non-residential customer, the District may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

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6. 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 conducted in accordance with the Commission’s regulations to determine the average error of the Meter.

b. If test results on a Customer’s meter show an average error greater than two (2) percent fast or slow, or if a customer has been incorrectly billed for any other reason, except in instances in which the Customer obtained service through fraud, theft, or deception, the District will determine the period during which the error has existed, and will re-compute and adjust the Customer’s bill to provide a refund to the customer or collect any under-billed amount.

c. When a Meter is found to have an error more than two percent (2%) fast or slow the amount of refund or the amount to be collected by the District shall be calculated using that percentage of error as determined by the test. The percentage error shall be the difference between one hundred percent (100%) and that amount of error as indicated by the test. Any readjustment will be based upon the period during which the error is known to have existed. If this period cannot be determined with reasonable certainty, the time period will be estimated. In all instances of customer over-billing, the Customer’s account will be credited, or the over-billed amount refunded at the Customer’s discretion within thirty (30) days after final meter test results. A customer will not be required to repay any under-billing over a period less than a period coextensive with the under-billing.

d. The period of recovery for under-billing will be limited to the most recent twenty-four (24) months of under-billing unless the underbilling is the result of Customer fraud, theft, or deception.

e. If a meter has ceased to register, or a meter reading cannot be obtained, the quantity of water to be billed will be based upon an average of six months’ consumption. If said meter readings are not available for an entire six-month period, the District may estimate water bill, subject to adjustment once a six-month average of actual meter readings can be calculated.

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7. NON-RECURRING CHARGES

The District will assess a charge for the following non-recurring services:

a. A Meter Connection Charge (Tap Fee) will be assessed for initial installation and connection of water service on the Customer's property. (T)

b. A Connection/Turn-on charge will be assessed for a new service turn-on, seasonal turn-on, or temporary service. The charge will not be made for initial installation of service where a Meter Connection/Tap-on Charge is applicable.

c. A Fire Sprinkler/Private Fire Protection Line Connection Fee will be assessed for initial installation and connection of a private fire protection line or fire sprinkler system water service on the Customer's property if the District elects to install the line rather than permit the Customer or Customer's agents to make the installation. (N)

d. A Late Payment Charge will be assessed if payment is not received by the due date specified on the bill. A late payment charge shall be waived for any bill or portion of a bill for which a customer has received third-party billing assistance through the Low-Income Household Drinking Water and Wastewater Emergency Assistance Program or from another public or charitable source. (T)

e. A Meter Relocation Charge will be assessed to a customer or other authorized person who requests that a meter be relocated, changed, or modified or requests a meter that has been removed at the customer's request be reset. This fee will be equal to the District's cost to perform such relocation, modification, or re-setting.

f. A Meter Re-read Charge will be assessed to a customer who requests that a meter be reread, and the second reading shows the original reading was correct.

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g. A Meter Test Charge will be assessed if a customer requests the District perform a test on a Customer's meter to check for accuracy and the test shows the Customer's meter is not more than two percent (2%) fast.

h. A Returned Payment Charge will be assessed when a Customer's payment is not honored by the Customer's financial institution either due to insufficient funds or other reasons when the Customer is at fault. (T)

i. A Service Call/Investigation Charge will be assessed when a Customer requests the presence of District personnel to investigate a service problem and the problem is a result of the Customer's own plumbing facilities, beyond the District's delivery point, or not caused by failure of the District's facilities. Any maintenance and repair of facilities beyond the District's delivery point is the responsibility of the Customer.

j. A Customer who maliciously, willfully, or negligently breaks, damages, destroys, uncovers, defaces, or tampers with any structure, appurtenance, or equipment which is part of the District's water works, shall be subject to disconnection of water service and shall pay the cost of repairing or replacing the structure or appurtenance and related costs.

k. Cost Estimate Charge will be assessed to any person requesting a service connection or water main extension that requires District personnel to travel to the site of the proposed connection or extension and take measurements to determine the cost of the extension or service connection. If requesting party executes an agreement for service or contract for water main extension within 90 days of receiving estimate of length or cost, the amount of charge will be credited to the applicable meter connection charge or water main extension charge. (N)
(N)
(N)
(N)
(N)
(N)

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8. CUSTOMER COMPLAINTS

A Customer may submit a complaint in person, by telephone, mail, or e-mail. The District will address all complaints in accordance with the Commission’s regulations.

9. DISCONTINUANCE AND RECONNECTION OF SERVICE

a. Discontinuance of Water Service

(1) A Customer requesting discontinuance of water service or transfer of service to another location shall provide the District with three business days’ notice in writing or in person or by telephone. Unless the contract for water service provides otherwise, the Customer will not be responsible for charges for service beyond the three (3) day notice period if the Customer provides reasonable access to the meter during the notice period. If the Customer requests discontinuance of service by telephone and a dispute arises regarding the request, he or she bears the burden of demonstrating that the request was made.

(2) The District may discontinue a Customer’s water service for non-payment of bills for water service upon providing the Customer with at least five (5) days written notice delivered by mail or personally delivered to him/her or a member of his/her household, However, no service will be discontinued before twenty (20) days after the mailing date of the original bill.

(3) Service rendered under any application, contract or agreement may be discontinued without notice (but subject to post-termination notice within two business days) for the following reasons: (T)

(a) Fraudulent use of water;

(b) 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 District controlling or regulating the Customer’s water supply; (T)
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(c) Existence on the Customer's Premises of a dangerous condition relating to water service that could subject a person to imminent harm or result in substantial damage to the property of the District's or others;

(d) Willful or indifferent waste of water due to any cause which adversely affects either water service to other Customers or the District's utility operations;

(e) Unauthorized use by illegal use or theft;

(f) Misrepresentation in the water service application or contract;

(g) Resale of water without the District's approval;

(h) Unapproved extensions or additions to an existing service connection; or

(i) Connections, cross-connections, or permitting the same of any separate water supply to the Customer's premises.

(4) Upon ten (10) days advance notice in writing of the reasons for the proposed discontinuance and the corrective action required to avoid discontinuance and the Customer's failure to take such action, the District may discontinue service for the following reasons: (T)
(T)
(T)

(a) Non-compliance with the Commission's regulations or these Rules and Regulations;

(b) Non-compliance with state, local or other codes; or

(c) Failure to provide the District's employees with free and reasonable access to the Premises or obstructing ingress to the Meter or other appliance of the District controlling or regulating the Customer's water supply; (T)
(T)
(T)

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(5) If prior to discontinuance a residential customer presents to the District 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, the District shall not discontinue service before thirty (30) days after the original termination date. (T)
(T)
(T)
(T)

(6) In cases where water is provided to multiple units through a single meter, the person making application shall be responsible for all water bills and other legitimate charges. Any violation of these Rules and Regulations with reference to any unit shall be deemed a violation as to all, and the District may enforce compliance with these Rules by shutting off the entire service. (N)
(N)
(N)
(N)
(N)

(7) Discontinuing the supply of water to a Premises for any such reason shall not prevent the District from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due from the Customer. (T)
(T)
(T)

(8) The District will negotiate reasonable payment plans at the request of residential customers who have received a termination notice for non-payment of bills but is not obligated to do so for Customers who are delinquent under an existing payment plan. Plans that extend for a period longer than thirty (30) days will be in writing. The District may discontinue Customer's service without additional notice if the customer fails to meet his or her obligations under a payment plan. (T)
(T)
(T)
(T)
(T)
(T)

b. Renewal of Water Service After Discontinuance

(1) When water service to a Premises has been terminated for any reason other than temporary vacancy, it will be restored only after the conditions, circumstances or practices which caused its discontinuance are corrected to the District's satisfaction and upon payment of all charges due and payable by the Customer in accordance with these Rules. The District shall reconnect existing service within twenty-four (24) hours or close of the next business day, (T)
(T)
(T)
(T)
(T)

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whichever is later, after correction of the practice or condition giving rise to the discontinuance of service and payment of all charges due and payable.

(T)
(T)

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

(3) Prior to restoring water service to a Customer's Premise to which water service was discontinued, the District will advise the Customer that the Customer or Customer's representative should be physically present at the Premises, that the Customer has the option of delaying the restoration of service until the Customer or the Customer's Representative can be physically present, and the Customer's decision to not request a delay in the restoration of service represents the Customer's consent to the turn on of service without his or her presence or the presence of a representative of the Customer at the Premises and by so consenting the Customer assumes responsibility for and holds the District harmless of any responsibility for any water damage that may result from the restoration of water service that would otherwise have been avoided if the customer or customer representative had been present at the time of service restoration.

(N)

c. Service will not be supplied or continued to any premises if at the time of application for service the Applicant is merely acting as an agent of a present or former customer who is indebted to the District for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Absent evidence to the contrary, an applicant will be presumed to be agent of a former customer if (1) the Applicant lived in the customer's household when was service was discontinued for nonpayment; (2) the Applicant was at least 18 years of age at the time the unpaid service was provided to the former customer's household and the Applicant received the benefit of the service; and (3) the former customer is residing in the premises for which the Applicant is requesting water service.

10. METERS

a. Water will be sold by meter measurement only.

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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 District, but in case of damage to such meters by reason of any act, neglect or omission on the Customer's part the Customer shall pay to the District the cost of the meter's repair or replacement upon presentation of a bill for such costs.

c. The District shall determine the type and size of meter to be placed on any service pipe. Such Meters will be furnished, installed, and removed only by the District, and shall remain the District's property.

d. Each Premise shall be supplied through an independent meter setting unless the District otherwise authorizes.

e. All meters are accurately tested before installation and are also periodically tested in accordance with the Commission's regulations. The District 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 District has reason to believe that it is registering inaccurately.

f. The District shall test any meter upon a Customer's written request 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 will be charged a fee of \$45.43 if the said meter is found to be less than two percent incorrect to the prejudice of the Customer.

g. The District 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.

h. After meter placement, a Customer may request a change in the meter's location. The District will relocate the meter at the Customer's expense if the location is acceptable.

i. Meters must be in public right-of-way, or a perpetual utility easement recorded in the County Clerk's office of the county in which the property is located. If an existing meter and meter box or vault are not located in a public right-of-way, or a recorded perpetual utility easement,

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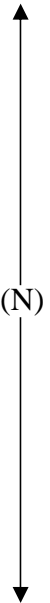
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the District may require an Applicant for service to the property to provide the utility an easement for the meter and meter box or vault and may refuse service to the Applicant until such easement is provided.

j. Meters may be located either in an outdoor meter box or vault, at the option of the District. The location of the Meter must be acceptable to the District 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 District. 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 the District installs a meter, a Customer shall not tamper with, alter, repair, or remove the meter or allow anyone other than the District 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 District.

k. The point of delivery is at the meter or vault. Customer is responsible for installation and maintenance of all water lines, plumbing and equipment beyond the meter.



11. SERVICE LINES

a. The District will furnish and install for the purpose of connecting its distribution system to the Customer's premises that portion of the service connection from its main to and including the meter and meter box. In areas where the District's distribution system follows well-defined streets and roads, the Customer's point of service will be located at that point on or near the street right-of-way or property line most accessible to the District from its distribution system. In areas where the distribution system does not follow streets and roads, the point of service will be located as near the Customer's property line as practicable. Prior to installation of the meter, the District will consult with the Customer as to the most practical location.

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b. All service lines must be laid at a sufficient depth (a minimum of 24 inches) to prevent freezing during the coldest weather normally experienced except where services are not intended for use during freezing weather and are actually drained during such periods.

c. Customer must present evidence of a plumbing permit from the appropriate regulatory agency before service will be established. In lieu of a plumbing permit, Customer may request that the District inspect the service line to determine it is free from any tee, branch connection, irregularity, or defect.

d. The Applicant/Customer must furnish and lay the necessary pipe to make the connection from the point of service to the point of usage and be financially responsible for all costs associated with the installation and maintenance of his/her service line plumbing, including a shut-off valve, one-way check valve, and pressure reducing valve, installed on his/her property beginning at the outlet side of the water meter.

e. A service line running from the point of connection to the water main to the point of delivery shall not be located on any private property unless an easement is provided to the District for that portion of the service line located on private property. No service line running from the point of delivery to the point of consumption shall be located on private property other than the Applicant's property unless the Applicant has obtained from the other property owners a private utility easement for the service line, properly recorded such easement with the County Clerk's office of the county in which the property is located, and provided the District with a certified copy of the easement(s). Failure to provide such easement shall be proper grounds for refusing to permit an Applicant/Customer to connect its service line to the District's distribution system or to provide water service to an Applicant. (N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

f. The installation and maintenance of the water service line on the customer's side must be in accordance with these Rules and Regulations and the regulations of the Kentucky Department for Public Health. Piping for service lines must be of material having a rating of no

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less than 200 pounds per square inch and must be at least 3/4-inch in diameter. Customer shall keep its service line in good repair at all times.

g. Cross-Connections.

(1) No water service connection shall be made or installed to any residential building unless such service connection is protected by a backflow prevention assembly. Residential service connections shall be considered as low hazard applications, and all such connections shall have at a minimum a dual check valve backflow preventer installed between the water meter and the residence. The District may require additional or alternate backflow prevention assemblies if the degree of hazard constitutes a higher level of protection for the public water system.

(2) No water service or supply connection shall be installed or permitted to be installed to any non-residential facility unless the water service connection is protected by a backflow prevention assembly. The type of protection device required shall be determined at the time of installation of the service and shall be commensurate with the degree of hazard at the point of such service connection. At a minimum, the service connection shall be installed with a dual check valve backflow preventer. In the event the purpose or use of a non-residential facility changes and the new purpose or change creates a higher degree of hazard, then customer receiving service at the non-residential facility shall replace the backflow prevention with an assembly that provides acceptable protection.

(3) All water service connections that are in existence as of April 15, 2024 and lack the minimum backflow prevention assemblies required herein shall become compliant with this regulation's requirements within a reasonable period after the Customer or property owner has received notice of the service connection's non-compliance. Installation of the backflow prevention shall be at the Customer or property owner's expense. If the District determines that a hazard to health exists, then a backflow prevention assembly meeting the requirements of this regulation may be installed on an existing service connection. Backflow prevention assemblies

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shall not be installed on existing service connections until after the Customer or property owner has been informed of the actual and potential hazards that may be created as a result of such backflow assembly installation. Notices provided shall include the following: "When cross connection control devices are properly installed, they create a closed water system. A properly sized thermal expansion tank shall be installed in the cold-water supply located as near the water heater as possible."

(4) A customer shall make its water system open for inspection at all reasonable times to authorized representatives of the District to determine whether cross connections or other structural or sanitary hazards, including violations of this rule, exist. If the District discovers or learns of such conditions, it may deny or immediately discontinue service to the facility by providing a physical break in the District's service line until the customer has corrected the condition in conformance with state and local laws and regulations. Water service to any facility shall be discontinued if the backflow prevention assembly required by this regulation has been removed, bypassed, or if any unprotected cross connection exists on the premises and will not be restored until such conditions or defects are corrected.

(5) The cross-connection of the District's system with any auxiliary water supply is prohibited.

(6) No connection shall be made to a premise that has used or currently uses a well until District personnel have inspected and verified the well's disconnection and separation.

h. No service line installation shall use galvanized pipe or fittings.

i. Public Service Commission Regulations provide that in no event shall the pressure at a customer's service pipe under normal conditions fall below thirty (30) pounds per square inch. Accordingly, no meter shall be located on an Applicant's service line at a point that does not deliver a minimum pressure of 30 pounds per square inch at the meter point. If the District cannot deliver the minimum required pressure at the proposed meter point, it will undertake reasonable efforts to obtain the minimum pressure and, if such reasonable efforts will not achieve the minimum required



(N)
(N)
(N)
(N)
(N)
(N)

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pressure, advise the Applicant that service will not be provided and inform him of his or her rights under KRS 278.260 to obtain review of the District's action. (N)
(N)

j. If the Applicant/Customer's point of usage is at a higher elevation than the meter, the customer should consult with a reputable engineering firm to properly size the service line from the meter to the point of usage.

k. If the Customer engages in repeated acts of theft of service at a specific premises, the District may, after notice to the property owner, remove the District's service line to that premises. Any subsequent request for service will require the payment of an additional connection. (T)

l. Piping on the premises of the Applicant/Customer must be installed to ensure that connections are conveniently located with respect to the District's lines and mains. Applicant/Customer must provide a place for metering that is always unobstructed and accessible.

m. The District may require the Applicant/Customer at his/her own expense to install a pressure regulator.

n. All taps and connections to the District's mains must be made by or under the direction and supervision of District personnel and will incur a meter connection/tap-on charge.

o. Any customer who has boilers and/or pressure vessels that receive water from the District must have a check valve on the water supply line and a vacuum valve on the steam line to prevent collapse if the District's water supply is interrupted or discontinued. Customers shall permit the District access to its property at reasonable hours to inspect such facilities for compliance.

p. Any customer desiring nonstandard service shall pay the cost of any special installation necessary to meet his requirements for the service other than standard water taps. This includes fire hydrants, check valves, pressure reducing valves when a customer requests pressure less than 100 psi, and surge relief valves.

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12. FIRE PROTECTION

a. Fire hydrants installed prior to June 7, 1992, that do not meet the requirements set out in 807 KAR 5066, Section 10(2)(b), shall not be used for firefighting purposes. However, fire departments may access and withdraw water from flush hydrants to fill the tanks on a fire engine for firefighting or fire protection training purposes. (T)
(T)
(T)
(T)

b. Unless otherwise permitted by the District, fire hydrants meeting the requirements of 807 KAR 5:066, Section 10(2)(b) shall be used only by fire departments and only for firefighting and fire training purposes. The use of a fire hydrant by persons other than authorized fire department personnel or for purposes other than firefighting or fire protection training shall be considered a "theft of service" and may be prosecuted in accordance with the laws of the Commonwealth of Kentucky. Unauthorized users shall be assessed an investigation charge, the cost of any damage to the District's property, and the full cost of any water withdrawn.

c. The District will furnish a fire department with water from a fire hydrant connected directly to its water main for a period not to exceed four (4) hours of usage for a fire event. If a fire event requires more than four hours of water usage, the owner of the property on which the fire event occurs may be billed for all water usage in excess of four hours. (N)
(N)
(N)
(N)

d. Except as noted paragraph c above, a fire department may withdraw water from the District' water distribution system at no charge to fight a fire or train firefighters provided it maintains an estimate of the amount of water used for such purposes during the calendar month and reports the amount of this usage to the District in writing no later than the tenth day of the following calendar month. Negative reports of water usage are required. In lieu of a written report, a report may be submitted telephonically or by electronic mail. In such cases, the District will maintain a written record of the report. (T)
(T)
(T)
(T)
(T)
(T)

e. A fire department that fails to submit the required report in a timely manner shall be assessed the cost of water withdrawn from the District's system. A non-reporting fire department shall be presumed to use 0.3 percent of the District's total water sales for the calendar month in

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which it fails to submit a report. A non-reporting fire department may present evidence of its actual usage to rebut the presumption and the District shall adjust the presumed usage accordingly. In addition, a fire department that fails to submit the required monthly report in a timely manner shall be assess a penalty of \$100.00 for each failure.

f. A non-reporting fire department shall be billed for its water usage for firefighting or fire training purposes at the District's lowest usage rate block.

g. The District may install fire hydrants for private fire protection purposes if the requirements of 807 KAR 5066, Section 10(2)(b) are met. The location, installation, and responsibility for the maintenance of such facilities shall be subject to negotiation between the District and the Applicant/Customer.

h. The District reserves the right to determine the delivery point for private fire protection service, including private hydrants, automatic fire sprinkler systems, standpipes, and other appurtenances that a Customer installs to assist in extinguishing fires.

i. The District reserves the right to install the connection for private fire protection service facilities to its water lines and to assess a charge for such installation based upon the actual cost to install the connection, but may, at its discretion, permit the Customer or Customer's agents to make the installation at the Customer's cost and in accordance with the District's construction standards. If the Customer or Customer's agents make the installation, it shall make arrangements with the District to allow the District reasonable time to inspect the installation to ensure compliance with the District's construction standards.

j. A Customer who receives private fire service through an unmetered connection must report to the District:

(1) No later than March 31 of the following year the Customer's reasonable estimate of the Customer's water usage through that connection for flushing, testing, or other purposes and the basis for the Customer's estimate, and

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(2) Within one month after the service's use to fight a fire, the Customer's estimate of the water usage to fight the fire and the basis for the Customer's estimate. (N)
(N)

k. A Customer who connects a private fire protection system to the District's facilities, either directly or indirectly shall install double-acting backflow preventers and shall allow the District to access the Customer's Premises at reasonable hours to inspect the Customer's private fire protection system for compliance with this requirement.

l. The District's water distribution system is designed primarily for rural domestic consumption. It is not designed nor intended for use for fire protection. Any Customer relying upon the District's system for fire protection does so at its own risk and assumes full responsibility for the consequences of such reliance.

13. MONITORING OF CUSTOMER USAGE

At least once quarterly, the District will monitor each Customer's usage as follows: (T)

a. The customer's monthly usage for the most recent 3-month period will be compared with the monthly usage for the 12 months immediately preceding that period. (T)
(T)

b. If the monthly usage for the two periods is substantially the same or if any difference is known to be attributed to unique circumstances, such as unusual weather conditions, common to all customers, no further review will be done. (T)
(T)
(T)

c. If the monthly usages for customers with an average monthly use of 4,000 gallons or more differ by 50 percent or more and cannot be attributed to a readily identified common cause, the District will compare the Customer's monthly usage records for the 12-month period with the monthly usage for the same months of the preceding year. (T)
(T)
(T)

d. If the cause for the usage deviation cannot be determined from analysis of the Customer's meter reading and billing records, the District will contact the Customer by telephone

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or in writing to determine whether, there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume, or known leaks in the customer's service line.

e. Where the deviation is not otherwise explained, the District will test the Customer's meter to determine whether it shows an average error greater than 2 percent fast or slow.

f. The District will notify the Customer of the investigation and its findings and will make any refunds or back billing in accordance with the Commission's regulations.

g. In addition to the annual monitoring, the District will immediately investigate usage deviations brought to its attention as a result of its on-going meter reading or billing processes or customer inquiry.

14. RIGHTS AND RESPONSIBILITIES

a. Customers Requiring Uninterrupted Supply

(1) The District will endeavor to provide 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.

(2) The District is not responsible for accidents or damages to fixtures or devices that take a supply of water directly from the service pipes and depend upon the hydraulic pressure of the District's pipe system for supplying water under working pressure.

b. Interruptions in Water Supply

(1) The District 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,

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extensions, improvements, alterations, repairs, changes, or for other proper business reasons, and 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 Regulations. Notwithstanding any other provision in these Rules or any contract or agreement between the District and any Customer, when, in the District’s judgment, sufficient supplies of water are not available to the District, 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 District shall have the right to restrict, limit, curtail or interrupt water service to or water usage by any Customer or Customers.

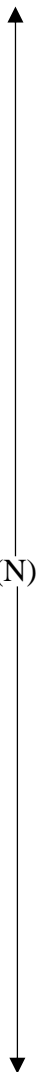
(2) The temporary shutting off of water from any Premises for any cause, whether non-payment of bills, leaking pipes, fixtures, etc. shall not cancel a contract for water supply service except at the option of the District or upon notice from the Customer.

c. District’s Liability

(1) The District is not liable or responsible to any person for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water, due to any cause whatsoever. The District will use reasonable care and diligence to prevent interruptions and fluctuations in the service but does not guarantee that such will not occur.

(2) The District will make every effort to maintain a pressure on its distribution system that is required for reasonable service and is compliant with federal and state requirements but does not guarantee to furnish at all times any given quantity of water at any given pressure for fire uses or for general purposes.

(3) The District is not an insurer of property or persons and does not undertake to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. It agrees to furnish such supply of water as is available. It shall be free and exempt from any claims



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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.

(4) The District is not responsible for accidents or damage 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 District or Customer. No person shall be entitled to damages for any interruption of service. The District will exercise every care in this matter. If the District determines water service must be temporarily shut off, every reasonable effort will be made to notify the Customer.

(5) No person shall be entitled to a refund of any payment for any system failure or interruption of service.

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

e. No electric wires shall be grounded on the District's mains or on any District service lines or pipes or fixtures of any kind which have a metallic connection with the District's mains.

f. Water furnished to any Customer, except if sold to a water utility for resale, 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.

g. A Customer shall grant or convey, or shall cause to be granted or conveyed, to the District a perpetual easement and right of way across any property that he or she owns or controls wherever said easement or right of way is necessary for the District's water facilities and lines necessary to furnish services to the Customer.



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ISSUED BY /s/Eric Hickman
SIGNATURE OF OFFICER

TITLE General Manager

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

AREA Ohio County and Adjoining Counties

PSC KY NO. 2

Original SHEET NO. 29

Ohio County Water District
NAME OF UTILITY

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

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h. The service connection provided by the District to the Customer has a definite capacity. No addition to the equipment or load connected to the connection is allowed without the District's consent. Failure to provide notice of additions or changes in load, and to obtain the District's consent for such additions or changes, shall render the Customer liable for any damage to the District's lines or equipment caused by the additional or changed installation.

i. Customer shall notify the District immediately if his or her service is unsatisfactory for any reason or if he or she discover any defects, problems, trouble, or accidents affecting the District's water system.

15. WATER MAIN EXTENSIONS

a. Upon request of applicant(s) for a water main extension, the District shall determine the total length and cost of the proposed extension (exclusive of meter connections). The District shall make an extension of fifty (50) feet or less to its existing distribution main without charge for a prospective customer who shall apply for and contract to use service for one (1) year or more.

b. If the total length of the extension exceeds the product of fifty (50) feet multiplied by the number of applicants, the Applicants shall deposit with the District the total cost of the extension less the cost of fifty (50) feet of the extension for each applicant for service. For a period of five (5) years after the extension's construction, each additional customer whose service line is directly connected to the extension installed (but not to extensions or laterals therefrom) shall be required to contribute to the cost of the extension based on a recomputation of the District's portion of the total cost and the amount contributed by the customers. (The District shall continue to contribute the cost of 50 foot of the extension for each additional customer connecting.) The District shall refund to those Customers that have previously contributed to the cost of the extension that amount necessary to reduce their contribution to the currently calculated amount for each Customer connected to the extension. All Customers directly connected to the extension for a five-year period after it is placed in service shall contribute equally to the cost of construction of the extension. At the end of the five-year period, the District shall for the next five years annually

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AREA Ohio County and Adjoining Counties

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refund to those contributing to the cost of the extension collectively an amount equal to the cost of 50 feet of the extension for each additional customer who directly connects to the water main extension service during the year. The total amount refunded shall not exceed the amount deposited with the District. At the end of the ten-year period, any portion of deposited funds that have not been refunded shall become the District’s property.

c. Each Applicant shall pay the approved tap-on fee applicable at the time of his or her application for the meter connection. The meter connection fee shall not be considered part of the refundable cost of the extension and may be changed during the refund period.

d. Applicants making deposits shall be responsible for maintaining a current address on file with the District to ensure prompt and correct payment of any refund. Applicants must contract to use the water service for a minimum of one (1) year.

(N)
(N)
(N)

16. WATER MAIN EXTENSIONS FOR REAL ESTATE SUBDIVISIONS AND LOCAL GOVERNMENTS

a. This Rule shall apply to requests for water main extensions for real estate developments and local government units. Rule 15 shall not apply.

b. Right to Design and Construct Main Extension. An applicant for a water main extension to a real estate development may elect to design and construct the proposed extension or contract with the District for the extension’s design and construction.

(N)

c. Responsibilities of an Applicant for a Water Main Extension to a Real Estate Development Who Assumes Responsibility for the Extension’s Design and Construction:

(1) When applying for the proposed extension, Applicant shall execute an “Agreement for Water Main Extension – Applicant Design and Construction” similar in form and content to that appended to these Rules.



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_____ SHEET NO. _____

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(2) Applicant shall reimburse the District for all expenses the District reasonably incurs to review the proposed plans and specifications, inspect facilities, or otherwise facilitate the proposed facilities' construction. The District may require Applicant to deposit with the District an amount equal to the District's estimated expenses at the time an "Agreement For Water Main Extension" is executed.

(3) Applicant is responsible for obtaining all governmental approvals and permits required for the proposed extension,.

(4) Applicant is responsible for preparation of the proposed extension's plans and specifications and shall ensure such plans and specifications are prepared by a professional engineer licensed to practice engineering in the Commonwealth of Kentucky. Applicant shall provide the District or its designated representative with the proposed extension's plans and specifications and all other documents reasonably necessary to review the proposed extension.

(5) Applicant shall make all reasonable modifications to the plans and specifications of the proposed water distribution main extension that the District or its designated representative requests and that consistent with accepted engineering standards and are reasonably necessary to ensure the adequacy and reliability of water service and the operational efficiency and integrity of the District's water distribution system.

(6) Applicant shall not submit the final plans and specifications for the proposed extension to the Kentucky Division of Water without the District's prior approval.

(7) No extension shall be constructed unless the Division of Water has issued a construction permit for the extension and has approved the extension's plans and specifications. The design and construction of the proposed extension must conform to good standard engineering practice and meet or exceed the standards established by the regulations of the Kentucky Division of Water and the Public Service Commission.



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(8) Applicant shall consult with the District regarding the route and placement of water distribution mains and shall not place a main at any location to which the District objects.

(9) Applicant shall permit the District's employees, agents, or representatives reasonable access to the site of the proposed extension upon reasonable notice and at reasonable hours.

(10) Applicant is responsible for the proposed extension's cost, including the cost of designing, constructing, inspecting, and testing all water mains and appurtenant facilities, and all legal fees related from the proposed facilities' placement and construction.

(11) Applicant shall provide the District or its designated representative with reasonable notice of the date and time for the commencement of construction. Reasonable notice shall be at least seven calendar days in advance of construction.

(12) Applicant shall not cover with soil or other material any portion of the proposed extension until the District or its designated representative has inspected such portion. Applicant shall notify the District or its designated representative at least 24 hours or one business day, whichever is greater, prior to covering any portion of the proposed extension.

(13) Applicant shall not test any portion of the proposed extension for leakage or contamination without the District's prior consent and shall notify the District or its designated representative at least 24 hours or one business day, whichever is greater, prior to performing such testing.

(14) If the District discovers any defects in the proposed facilities' construction and notifies the Applicant of those defects and requests they be remedied or cured, the Applicant shall take reasonable actions to cure those defects within a reasonable time.

(15) Applicant shall grant to the District an easement or right-of-way sufficient to install, repair, replace, or construct any facilities necessary to distribute or meter water to the



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proposed real estate development and to each parcel of property located within the development or along the proposed extension.

(16) Applicant shall notify the District in writing of the completion of the extension within 20 days of such completion.

(17) Within 60 days of completion of construction of the proposed extension, Applicant shall furnish to the District: (a) a copy of the as-built plans for the extension; (b) a written statement of the extension’s total cost, itemizing in detail the components of the total cost; (c) an executed bill of sale and any other documents necessary to convey ownership of the facilities to the District; (d) written certification from the Kentucky-licensed professional engineer who supervised the construction of the facilities that all facilities were constructed in accordance with the approved plans and specifications and with accepted good standard engineering practice and meet or exceed the standards established by the regulations of the Kentucky Division of Water and the Public Service Commission; and (e) all necessary documents to warrant that ownership of the facilities is being conveyed free and clear of all liens.

(18) Applicant shall warrant the operation of all facilities for one year following the transfer of ownership of the facilities to the District and shall be responsible for all expenses and costs related to their maintenance and repair during that period, except such repairs resulting from the District’s negligence or misconduct.

(19) Applicant shall provide the District with its current mailing address and shall advise the District of any changes in its mailing address for the 10-year period following the transfer of ownership of the facilities to the District.

d. Applicant’s Responsibilities if District designs and constructs the water distribution main extension and service lines:

(1) Applicant shall execute an “Agreement for Water Main Extension – District Design and Construction” similar in form and content to that appended to these Rules.

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(2) Applicant is responsible for all costs arising from the design and construction of the proposed water distribution main extension and appurtenant facilities.

(3) Applicant shall acknowledge in writing that its payment of the facilities' design and construction costs does not create any ownership interest in the constructed facilities and will execute a disclaimer of any interest in those facilities.

(4) Within seven (7) calendar days of the execution of the agreement for water main extension, Applicant shall deposit with the District an amount equal to the proposed extension's estimated cost. During the course of the design review and construction, the District may draw upon the deposited amount to pay design and construction costs, which include but are not limited to all costs associated with engineering, design and construction of the proposed extension; materials; fees for permits, inspections, testing, and licenses; easement and right-of-way acquisition costs (including attorney fees and court costs); and all legal fees resulting from the placement and construction of the water mains and related facilities. If these costs exceed the deposited amount, Applicant shall pay the difference within 30 calendar days of the District's presentation of a revised statement of estimated costs. Alternatively, the District may require Applicant to deposit a portion of the estimated cost as security for payment and periodically invoice the Applicant the cost of materials, services, and labor for incurred to design and construct the proposed extension. The District may withdraw funds from the deposit to cover the cost of invoiced services for which Applicant fails to make timely payment.

(5) Applicant shall permit the District's employees, agents, or representatives reasonable access to the site of the proposed extension upon reasonable notice and at reasonable hours.

(6) Applicant is not responsible for obtaining any governmental approvals for the proposed extension, except the approval of any local planning and zoning commission, but shall reasonably assist the District in obtaining such approvals.



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(7) Applicant shall grant to the District an easement or right-of-way sufficient to install, repair, replace, or construct any facilities necessary to distribute and meter water to the proposed real estate development and to each parcel of property located within the development or along the proposed extension.

(8) Applicant shall acknowledge payment of the proposed extension’s design and construction costs does not create any ownership interest in the constructed facilities and shall execute any required waivers or disclaimers of ownership.

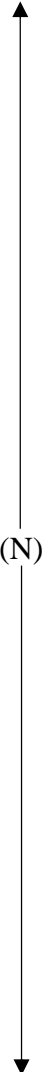
(9) Applicant shall provide the District with its current mailing address and shall maintain a current mailing address with the District for the 10-year period following completion of the proposed extension’s construction.

e. District’s Responsibilities if Applicant assumes responsibility for the design and construction of the water distribution main extension and service lines:

(1) If District requires Applicant to deposit an amount equal to the District’s estimated expenses to review proposed plans and specifications, inspect facilities, or otherwise facilitate the proposed facilities’ construction, the District will provide Applicant with a written demand for such deposit and a statement of estimated costs prior to Applicant’s execution of an “Agreement For Water Main Extension.” The District may expend the deposited funds for the purposes listed above. Prior to expending any deposited funds, the District will provide the Applicant with a statement of actual costs and supporting invoices and receipts for the expenditure.

(2) The District will exercise reasonable diligence in its review of documents related to the proposed extension submitted that Applicant submits to it for review and comment and will not unreasonably withhold its approval of those documents.

(3) The District shall exercise reasonable efforts to assist the Applicant in determining the route of the proposed extension.



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(4) The District will provide reasonable notice to Applicant prior to its employees, agents, or representatives accessing any construction site to inspect the proposed facilities' construction and will limit such inspections to reasonable hours.

(5) The District shall promptly inspect a constructed facility upon receiving proper notice from the Applicant of Applicant's intent to cover that facility with soil or other material and will not unreasonably withhold its consent to the testing of any portion of the proposed extension for leakage or contamination.

(6) The District may refuse to accept the transfer of ownership of the constructed extension but shall not unreasonably do so. If the District refuses to accept the transfer of ownership, it will advise the Applicant in writing of the grounds for its refusal and provide the Applicant a reasonable period to address those grounds. Reasonable grounds for refusal shall include, but are not limited to, material defects or deficiencies in work, materials or design, and Applicant's failure to fully reimburse the District for its expenses to review proposed plans and specifications, inspect facilities, or otherwise facilitate the construction of the proposed facilities.

(7) Within 60 calendar days of its receipt of Applicant's written statement of the extension project's total cost, the District shall advise Applicant of its acceptance of the stated cost or request additional information to support Applicant's statement of total cost. If the District does not accept Applicant's statement of cost, the District shall advise the Applicant in writing of its reasons for rejecting the Applicant's statement of cost and shall provide the Applicant its written estimate of the project's total cost. If the Applicant and District are unable to agree upon the extension project's total cost, the Applicant may file a complaint against the District with the Commission and request the Commission determine the extension project's total cost for purposes of determining the amount of any refund due to new customer connections to the extension.

f. District's Responsibilities if assuming responsibility for the design and construction of the water distribution main extension and service lines:



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SIGNATURE OF OFFICER

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(1) The District will provide Applicant with a written estimate of all costs arising from the design and construction of the proposed water distribution main extension and appurtenant facilities prior to Applicant’s execution of an “Agreement For Water Main Extension.”

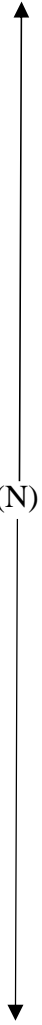
(2) If the District requires the Application to deposit an amount equal to the proposed extension’s estimated cost, the District will provide the Applicant with a statement of actual costs and all supporting invoices and receipts before drawing upon the deposited funds. If in lieu of this method, the District periodically submits invoices to the Application for the cost of materials, services, and labor incurred to design or construct the proposed extension, Applicant’s failure to timely pay these invoices shall be grounds for the District to cease work on extension.

(3) The District will cause to be prepared the proposed extension’s plans and specifications and all other reasonably necessary documents to construct the extension. All plans and specifications shall be prepared by a professional engineer licensed to practice engineering in the Commonwealth of Kentucky. The District will select and retain the professional engineer.

(4) Before submitting the final plans and specifications for the proposed extension to the Kentucky Division of Water, the District will provide Applicant with an opportunity to review and comment upon the plans and specifications for the proposed extension and will incorporate any modifications proposed by Application that it finds reasonable into the final plans and specifications.

(5) The design and construction of the proposed extension must conform to good standard engineering practice and meet or exceed the standards established by the regulations of the Kentucky Division of Water and the Public Service Commission.

(6) The District shall consult with the Applicant in determining the route of the proposed extension.



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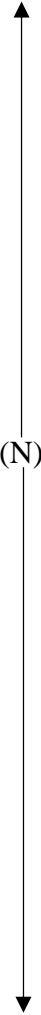
RULES AND REGULATIONS

(7) The District will be responsible for all inspection and engineering services required for the proposed extension’s construction.

(8) If the estimated cost of the proposed extension’s construction exceeds \$40,000, the District will use a sealed bidding process to select a contractor to construct the proposed extension. If the estimated cost is less than \$40,000, the District will use its general contractor for the proposed extension.

(9) The District shall provide the Applicant with written notice of the completion of construction within 30 calendar days of that event and shall provide with such notice an itemized statement of the total cost of extension.

g. Each year, for a period of 10 years following the transfer of ownership of the extension to the District or the District’s completion of the extension’s construction (“refund period”), the District shall refund to the Applicant for each new customer connected during the year whose service line is directly connected to the distribution main, but not to extensions or laterals therefrom, a sum equal to the cost of 50 feet of the distribution main installed. The District’s total refunds to the Applicant for the water distribution main, however, shall not exceed the “maximum cumulative refund amount.” If the District’s required refund for an annual period would result in total cumulative refunds to the Applicant for the distribution main extension exceeding the “maximum cumulative refund amount,” the District shall credit the amount in excess of the “maximum cumulative refund amount” to the next annual period for refund. The “maximum cumulative refund amount” equals ten percent of the total cost of the extension multiplied by the number of years elapsed since the transfer of the extension to the District or the District’s completion of construction. The total amount refunded to the Applicant shall not exceed the extension’s total cost. No refund shall be made for connections made to extension after the end of the refund period. The District shall make refund payments to the Applicant within 30 calendar days of the annual anniversary of the transfer of ownership of the extension to the District.



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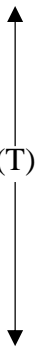
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h. Assignment or Transfer of Right to Refund. To the extent permitted by law, an Applicant’s right to refunds under Rule 16g may be transfer to another party upon presentation to the District of evidence of an assignment or inheritance of such right.

i. Extensions for Local Government Units. For any water main extension exceeding 50 feet that is requested by a local government unit, the District will design and construct the extension and appurtenant facilities at the local government unit’s expense. Only Rule 16d and 16f shall apply to such requests. Prior to the District commencing any design or construction work on the requested extension, the local government unit shall execute “Agreement For Water Main Extension for A Local Government Unit.”



17. LEAK ADJUSTMENTS

a. Any residential or commercial Customer may request a bill adjustment for all water usage resulting from a hidden underground leak in its service line between the meter and the premises, excluding leaks in a building’s crawlspace.

(N)

b. A request for leak adjustment must be in writing on a Leak Adjustment Application Form. The District will review the request and, if it determines that the request complies with the provisions of this Policy, will adjust the Customer’s bill consistent with paragraph d of this Policy. If an adjustment is granted, it will relate back to the bill for which the adjustment is requested. The request for adjustment must be made within six (6) months of the discovery of the leak.

(N)
(N)
(N)
(N)
(N)

c. A Customer must show the existence and repair of the leak and that the leak caused the above-average water usage by providing with customer’s application two or more photographs of the repair work and at least one of the following: a plumber’s statement, invoices for materials and labor, or sworn affidavits from persons with knowledge of the leak’s existence and repair. The Customer is encouraged to provide all available information that supports the request for adjustment. The District will review the application and verify the existence of the leak and repairs. Pipe for repairing underground water service lines must have a rating no less than 200 pounds per square inch.

(N)
(N)
(N)
(N)
(N)
(N)
(N)
(N)

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d. The District will determine water usage caused by the leak by comparing the Customer's usage during the leak billing period to the Customer's average usage for the previous twelve (12) billing periods. The Customer will be billed in accordance with the District's current rate schedule for a volume of water equal to Customer's monthly average usage for the previous twelve (12) billing periods plus fifty percent (50%) of the water usage cause by the leak. If a customer applying for a leak adjustment has not been a customer of the District for twelve (12) consecutive months, the District will use the average residential usage to determine the amount of the adjustment.

(N)
(N)
(N)
(N)
(N)
(N)

e. An adjustment may cover a maximum of two billing periods.

f. A customer may receive a leak adjustment only once during a twelve (12) month period.

g. A customer account shall be considered current while the leak adjustment request is under review if the customer continues to make undisputed payments and stays current on subsequent bills.

(N)
(N)
(N)

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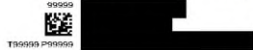
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18. BILL FORMAT



Ohio County Water District
PO Box 207
Hartford, KY 42347
Website: www.ocwdky.org



ACCOUNT #	0040-00008-009
Billing Date	06/07/2024
Amount Due On or Before 6/10/2024	\$26.75
Save This	\$2.60
Amount Due After Due Date	\$29.35



Ohio County Water District
PO Box 207
Hartford, KY 42347



Customer Type: Residential

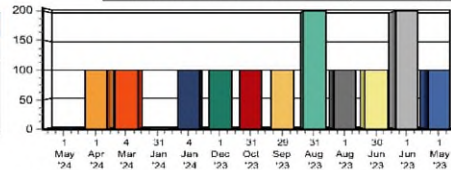
RETURN THIS PORTION WITH PAYMENT

**FAILURE TO RECEIVE BILL DOES NOT RELIEVE
CUSTOMER OF PAYMENT AND PENALTY**

Ohio County Water District
PO Box 207
Hartford, KY 42347
(270) 298-7704 or (800) 953-2880

		ACCOUNT NAME					
		ACCOUNT #	SERVICE ADDRESS				
		0040-00008-009					
DESCRIPTION	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES	
WA WATER	83643389	04/01 - 05/01	78200	78200	0	\$25.97	
WA Average Usage					100		
SC Local Tax						\$0.78	
** ACTUAL USAGE **							
Rates available upon request							
Closed on Monday May, 27 2024 for Memorial Day.							
						Amount Due On or Before 6/10/2024	\$26.75
						Save This	\$2.60
						Amount Due After Due Date	\$29.35

COMPARISONS			
Period	Days	Usage	Daily Avg.
Current Billing Period	30	0	0.000
Previous Billing Period	28	100	3.5/1
Same Period Last Year	31	100	3.226



This is a reminder to use caution when mowing or weed eating around the water meter. A Meter Transceiver Unit (MXU) is located on the surface of the meter box. The MXU transmits a radio read to our meter reader each month. Damage to the unit that results in replacement will be invoiced to the customer for reimbursement to recover costs in the amount of \$225.20.

BILLING CYCLE

- All bills are due and payable by the 10th of the month. A 10% penalty is applied to all unpaid bills after 4:00pm on the 10th.
- Customers turned off for non-payment will have to pay a reconnect fee of \$45.43 and total balance due. A Deposit of \$90.00 may be required.



Go to tapwaterinfo.com/ohiocounty to view your Drinking Water Quality Report. Call 270-298-7704 to request a copy.

DATE OF ISSUE April 1, 2024
MONTH / DATE / YEAR

DATE EFFECTIVE May 1, 2024
MONTH / DATE / YEAR

ISSUED BY /s/Eric Hickman
SIGNATURE OF OFFICER

TITLE General Manager

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

AREA Ohio County and Adjoining Counties

PSC KY NO. 2

Original SHEET NO. 42

Ohio County Water District
NAME OF UTILITY

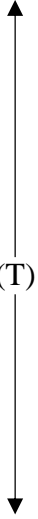
CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

19. FORMS

- a. Water Users Agreement
- b. Leak Adjustment Request
- c. Payment/Budget Billing Plan Agreement
- d. Water Turn-On Release Form
- e. Agreement for Water Main Extension – Developer Design and Construct
- f. Agreement for Water Main Extension – Water District Design and Construct
- g. Agreement for Water Main Extension – Local Government Request



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TITLE General Manager

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

WATER USER'S AGREEMENT



**WATER USER AGREEMENT
(ALL USERS)**

I hereby make application and authorize the Ohio County Water District (“the District”) to turn on the water at the address listed below. I agree to **pay the bill for service** by the due date specified on the bill for water furnished to any address where I either have an interest in the ownership of the property, directly or indirectly, or have requested service, and I hereby agree to continue to be responsible for the same until I notify the District in writing to the contrary.

I agree to take the necessary measures to protect the meter box, meter setting and service. I agree to maintain at my own expense the service line beginning at the meter setting and extending to my dwelling or place of use. The service line will be maintained at a sufficient depth (a minimum of 24 inches) to prevent freezing during the coldest weather normally experienced. I will maintain a shut-off valve, one-way check valve, and pressure reducing valve on the outlet side of the meter. I will be responsible for damages to the District caused by me, my contractor and/or sub-contractor during any on-site construction.

I agree to pay a connection fee of \$_____ to the District, if the water system is constructed, but the property covered by this agreement is not reached by the water line, the connection fee will be fully refunded by the District. Construction of water lines to serve the property covered under this agreement depends upon feasibility, availability of funds for construction and approval of all local, state, and federal agencies having jurisdiction over this type of facility. The District does not guarantee water service will be made available to the user.

I agree that no present or future source of water will be connected to any water lines served by the District’s water lines and will disconnect from my present water supply prior to connecting to the District’s system and shall eliminate present or future cross connections in my system.

I agree to grant the District, it’s successors and assigns, a perpetual easement in, over and under and upon land owned by me, with the right to erect, construct, install and lay thereafter use, operate, inspect repair, maintain, replace and remove pipelines and appurtenant facilities together with the right to utilize adjoining lands belonging to me for the purpose of installing and laying water lines to other customers and also right to ingress from said lands.

I agree to abide by and comply with the District’s rules, regulations and rates as approved by the Public Service Commission of the Commonwealth of Kentucky and as changed from time to time.

If, at any time, any bill owed by me to the District, whether collectible under this Contract or otherwise, is not paid when due or payable, then the District shall have the right to discontinue the supply of water to the location.

All applicants for water service must pay a security deposit as of \$104.00 and must present identification card containing the applicant’s photo. In lieu of photo identification, the applicant may present an alternate form of identification such as an identification card with applicant’s name

issued by a Kentucky county government or any food stamp identification card, electronic benefit transfer card, or supplemental nutrition assistance card issued by Kentucky state government that shows the applicant's name. A credit card or debit card showing the applicant's name is not an acceptable alternate form of identification.

Customer Signature _____

Authorized Utility Representative Signature _____ **Date** _____

Please provide the following information:

Date: _____

Account Holder: First _____ Middle _____ Last _____

Service Address _____ Apt # _____

City/State _____ Zip Code _____

Billing Address (if different from service address):

Street _____

City/State _____ Zip Code _____

DL# _____

Account Holder's Telephone number:

Home _____

Cell _____

Please Circle primary use of building: Residential Commercial

Do you own or rent service address? Own _____ Rent _____

If rent, Name of Landlord/Owner _____

Landlord/Owner Phone # _____

Do you have rental agreement? Yes _____ No _____

If so, please provide a copy of rental agreement with this contract.

Do you owe the District for water service furnished at the service address or another address?
Yes _____ No _____

Is there any person who will be residing at the service address that owes the District for water service furnished at the service address or another address? Yes _____ No _____

May the District contact you by text message to your cell phone to provide you with alerts or other information? Yes _____ No _____

OFFICE USE ONLY	
RECEIPT #	_____
DEPOSIT AMOUNT	_____
CASH	CHECK# _____
C/C	MONEY ORDER _____

**REQUEST FOR LEAK
ADJUSTMENT**



LEAK ADJUSTMENT APPLICATION FORM

Customer Name: _____

Customer Telephone Number: _____

Service Address: _____

Account Number: _____

1. Date of Leak: _____

2. Date of Repairs: _____

3. Person or Contractor Making Repairs: _____

4. Materials Used For Repairs: _____

(Attach receipts for materials used.)

5. Attached a copy of Plumber's Statement/Invoice regarding repairs if Plumber performed the repairs.

6. Type of leak on customer's side of meter: _____

7. Description of repair: _____

8. Leak Location: _____

a. State Distance from Meter Box _____ feet

b. State Distance from House _____ feet

Customer acknowledges that the water usage caused by the leak will be determined by comparing the Customer's usage during the leak billing period to the Customer's average usage for the previous twelve (12) billing periods. The Customer will be billed in accordance with Ohio County Water District's ("District") current rate schedule for a volume of water equal to Customer's monthly average usage for the previous twelve (12) billing periods plus fifty percent (50%) of the water usage cause by the leak. If a customer applying for a leak adjustment has not been a customer

of the District for twelve (12) consecutive months, the District will use the average residential usage to determine the amount of the adjustment.

Customer further acknowledges that if the Customer's request for an adjustment is not approved, the Customer shall be responsible for the amount originally billed for water service less any payments on the original billed amount, and the Customer's failure to pay that amount may result in the discontinuance of water service for non-payment. If disconnected for non-payment, the Customer will be required to pay the full amount owed for water service plus the District's current fee for service reconnection before the Customer's water service will be restored and any adjustment is credited to the Customer's account.

Customer further acknowledges that the Customer may apply for and receive a leak adjustment only once during a 12-month period and that any adjustment will cover no more than two billing periods. The request for adjustment must be made within six (6) months of the discovery of the leak.

Customer acknowledges that no adjustment to the Customer's bill for water service will be made until this form, completed in its entirety, signed, and dated, receipts and a plumber's statement (if applicable), are returned to the District.

Customer acknowledges that the District may inspect Customer's property to verify the information provided prior to making a final decision on Customer's Application for leak adjustment and grants the District permission to enter the Customer's property at reasonable hours to make such inspection.

Customer acknowledges that the District will make its decision on Customer's application for leak adjustment and notify the Customer of its decision within 30 days of the date of this Application.

The undersigned, _____ ("Customer"), being duly sworn states that he/she is responsible for the listed account, that the information contained in this Application is true and correct, that the leak described above was a hidden underground leak in the service line between the meter and the premises but was not in any crawlspace area, and the leak has been repaired as of this date.

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

Notary Public

Notary Id: _____

My Commission expires: _____

Complete this form and return to the Ohio County Water District Office, 124 East Washington Street, P.O. Box 207, Hartford, Kentucky 42347. Call 270-298-7704 if you have any questions.

PAYMENT PLAN AGREEMENT



Payment Plan Agreement

Account Number: _____ Date: _____, 20____

Account Holder Name: _____

Address: _____

Phone: _____

Account Holder owes the Ohio County Water District \$_____ for water service previously provided and agrees to pay the sum of \$_____ today and to make payments as listed below on the unpaid balance as well as keep current my regular monthly charges.

Date	Amount	Date	Amount
_____/_____,20__	_____	_____/_____,20__	_____
_____/_____,20__	_____	_____/_____,20__	_____
_____/_____,20__	_____	_____/_____,20__	_____
_____/_____,20__	_____	_____/_____,20__	_____
_____/_____,20__	_____	_____/_____,20__	_____
_____/_____,20__	_____	_____/_____,20__	_____

I, _____, am the Responsible Party for the account at the above service address. I am requesting the Ohio County Water District to accept this payment plan. I understand that water service will be terminated without additional notice if I fail to meet the obligations of the plan. Full payment of the entire amount and any additional fees owed on the account must be paid before services are restored. Balance will be subject to penalty for any un-paid balance account after the 10th of the month.

Date entered into agreement of payment plan: _____

Print Name: _____ Date: _____

Signature of person requesting a payment plan: _____

OCWD Employee Witness: _____

WATER TURN-ON RELEASE



Water Turn-On Release Form

I am the owner or lawful tenant of the premises located _____ (hereinafter the "Premises"). I have been advised of the Ohio County Water District's rule prohibiting the turn-on of water service unless the Customer or the Customer's representative is physically present at the Premises at the time of turn-on. I have also been advised that the purpose of this rule is to prevent potential water damage if water service is restored and faucets, valves, or other uses of water in a premises have been left on or faulty and water runs without proper supervision. Notwithstanding the potential consequences of such an event, I request and authorize the District to turn on water service, both for initial service and turn-ons following a disconnection, even if no one is present at the Premises. I understand that I should turn off all faucets and valves, and confirm their proper operating condition, or turn off the main shut-off valve, and take other precautions necessary to avoid water damage when the water is turned on and no one is present at the Premises.

In consideration of having the District turning on the water service to the Premises when I am not physically present at the Premises:

1. For myself and for my heirs, executors, successor and assigns, I hereby to the fullest extent permitted at law and equity release and forever discharge the District and the District's commissioners, officers, employees and agents from all claims, demands, damages and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on of water service to the Premises when I or my representative is not present at the Premises.
2. For myself and for my heirs, executors, successor and assigns, I hereby to the fullest extent permitted at law and equity agree to defend, protect, hold harmless and indemnify the District and the District's commissioners, officers, employees and agents from and against any and all claims, demands, damages and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on of water service to the Premises when I or my representative is not present at the Premises.

I provide the above release and indemnity on the date written below.

Signature: _____

Printed Name: _____

Date: ____/____/____

**Agreement for Water Main Extension
Developer Design and Construct**

AGREEMENT FOR WATER MAIN EXTENSION
(APPLICANT DESIGN AND CONSTRUCTION)

This AGREEMENT, made and entered into on this the day of _____, 202____, by and between the OHIO COUNTY WATER DISTRICT (“the District”) and _____ (“Applicant”).

WITNESSETH:

WHEREAS, Applicant owns a real estate tract that is located within the District’s territorial boundaries; and,

WHEREAS, Applicant’s real estate tract is more accurately described as _____ (provide description of property) _____; and,

WHEREAS, Applicant proposes to develop its real estate tract and requires an extension of the District’s water mains to provide water service to the proposed real estate development;

WHEREAS the Parties desire to ensure the delivery of safe and potable water to Applicant’s proposed real estate development; and,

WHEREAS, the Applicant wishes to assume responsibility for the design and construction of the facilities necessary to extend water service, subject to the District’s review;

NOW, THEREFORE, the Parties agree as follows:

1. Applicant shall design and construct in accordance with the terms of this Agreement the facilities necessary to extend the District’s water mains to serve Applicant’s real estate development and, upon completion of their construction, will transfer ownership of those facilities to the District. Upon Applicant’s design and construction of those facilities in accordance with this Agreement’s terms, the District agrees to accept ownership of those facilities in accordance with the terms of this Agreement.

2. Applicant shall reimburse the District for all expenses that the District reasonably incurs to review the proposed facilities’ plans and specifications, to inspect those facilities, or otherwise facilitate the proposed facilities’ construction.

3. Applicant shall deposit with the District the sum of (enter amount) which is equal to the District’s estimated expenses to review proposed plans and specifications, inspect facilities, or otherwise facilitate the construction of the proposed facilities. The District may expend the deposited funds for such expenses. Prior to expending any deposited funds, however, the District will provide the Applicant with a statement of actual costs and all supporting invoices and receipts for the expenditure.

4. Applicant shall obtain all required governmental approvals and permits for the proposed extension, including encroachment permits and planning and zoning commission approvals.

5. Applicant is responsible for preparation of the proposed extension's plans and specifications and shall ensure such plans and specifications are prepared by a professional engineer licensed to practice engineering in the Commonwealth of Kentucky.

6. Applicant shall provide the District or its designated representative with the proposed extension's plans and specifications and all other documents reasonably necessary to review the proposed extension. Applicant shall make all reasonable modifications to the plans and specifications of the proposed water distribution main extension that the District or its designated representative requests and that are reasonably necessary to ensure the adequacy and reliability of water service or the District's operational efficiency and integrity and that are consistent with accepted engineering standards. The District will exercise reasonable diligence in its review of all documents related to the proposed extension submitted to the District for its review and comment and will not unreasonably withhold its approval of those documents.

7. Applicant shall not submit the proposed extension's final plans and specifications to the Kentucky Division of Water ("KDOW") without the District's prior approval.

8. No extension shall be constructed unless the KDOW has issued a construction permit for the proposed extension and has approved the extension's plans and specifications. The design and construction of the proposed extension shall conform to good standard engineering practice and meet or exceed the standards established by the regulations of the KDOW and the Public Service Commission.

9. Applicant shall consult with the District regarding the route and placement of water distribution mains and shall not place a main at any location to which the District objects. The District shall exercise reasonable efforts to assist the Applicant in determining the proposed extension's route.

10. Applicant shall permit the District's employees, agents, or representatives reasonable access to the site of the proposed extension upon reasonable notice and at reasonable hours.

11. Applicant is responsible for the proposed extension's cost, including design, construction, inspection, and testing costs of all water mains and appurtenant facilities, and all legal fees related from the proposed facilities' placement and construction.

12. Applicant shall provide the District or its designated representative with reasonable notice of the date and time for the commencement of construction. Reasonable notice shall be at least seven calendar days in advance of construction.

13. Applicant shall not cover with soil or other material any portion of the proposed extension until the District or its designated representative has inspected such portion. Applicant shall notify the District or its designated representative at least 24 hours or one business day, whichever is greater, before taking any action to cover any portion of the proposed extension. The District shall promptly inspect a constructed facility upon receiving proper notice from the Applicant of Applicant's intent to cover that facility with soil or other material.

14. Applicant shall not test any portion of the proposed extension for leakage or contamination without the District's prior consent and shall notify the District or its designated representative at least 24 hours or one business day, whichever is greater, prior to performing such testing. The District shall not unreasonably withhold its consent to the testing of any portion of the proposed extension for leakage or contamination.

15. If the District discovers any defects in the proposed facilities' construction and notifies the Applicant of those defects and requests those defects be remedied or cured, the Applicant shall take reasonable actions to cure those defects within a reasonable time.

16. Applicant shall grant to the District an easement or right-of-way sufficient to install, repair, replace, or construct any facilities necessary to distribute or meter water to the proposed real estate development and to each parcel of property located within the development or along the proposed extension.

17. Applicant shall notify the District in writing of the completion of the proposed extension within 20 days of such completion.

18. Within 60 days of completion of construction of the proposed extension, Applicant shall furnish to the District: (a) a copy of the as-built plans for the extension; (b) a written statement of the extension's total cost, itemizing in detail the components of the total cost; (c) an executed bill of sale and any other documents necessary to convey legal ownership of the facilities to the District; (d) written certification from the Kentucky-licensed professional engineer who supervised the construction of the facilities that all facilities were constructed in accordance with the approved plans and specifications and with accepted good standard engineering practice and meet or exceed the standards established by the regulations of the KDOW and the Public Service Commission; and (e) all necessary documents to warrant that ownership of the facilities is being conveyed free and clear of all liens.

19. The District may refuse to accept the transfer of ownership of the constructed extension but shall not unreasonably do so. If the District refuses to accept the transfer of ownership, it will advise the Applicant in writing of the grounds for its refusal and provide the Applicant a reasonable period to address those grounds. Reasonable grounds for refusal shall include, but are not limited to, material defects or deficiencies in work, materials or design, and Applicant's failure to fully reimburse the District for its expenses to review proposed plans and specifications, inspect facilities, or otherwise facilitate the proposed facilities' construction.

20. Within 60 days of its receipt of Applicant's written statement of the extension project's total cost, the District shall advise Applicant of its acceptance of the stated cost or request additional information to support Applicant's statement of total cost. If the District does not accept Applicant's statement of cost, the District shall advise the Applicant in writing of its reasons for rejecting the Applicant's statement of cost and shall provide the Applicant its written estimate of the project's total cost. If the Applicant and District are unable to agree upon the extension project's total cost, the Applicant may file a complaint against the District with the Commission and request the Commission determine the extension project's total cost for purposes of determining the amount of any refund due when service connections are made to the extension.

21. Applicant shall warrant the operation of all constructed and installed facilities for one year following the transfer of ownership of the facilities to the District and shall be responsible for all expenses and costs related to their maintenance and repair during that period, except such repairs resulting from the District's negligence or misconduct.

22. Each year, for a period of 10 years following the transfer of ownership of the extension to the District ("refund period"), the District shall refund to the Applicant a sum equal to the cost of 50 feet of the distribution main installed for each new customer connected during the year whose service line is directly connected to the distribution main, and not to extensions or laterals therefrom. The District's total refunds to the Applicant for the water distribution main, however, shall not exceed the "maximum cumulative refund amount." If the District's required refund for an annual period would result in total cumulative refunds to the Applicant for the distribution main extension exceeding the "maximum cumulative refund amount," the District shall credit the amount in excess of the "maximum cumulative refund amount" to the next annual period for refund. The "maximum cumulative refund amount" equals ten percent of the total cost of the extension multiplied by the number of years elapsed since the transfer of the extension to the District or the District's completion of construction. The total amount refunded to the Applicant shall not exceed the extension's total cost. No refund shall be made for connections made to extension after the end of the refund period. The District shall make refund payments to the Applicant within 30 calendar days of the anniversary of the transfer of ownership of the extension to the District.

23. Notice provided under this Agreement shall be in writing and delivered by certified United States mail, return receipt requested, addressed to the other party at its respective address as listed below. A party shall notify the other party of any change in its address for notice in accordance with the terms of this section. Applicant acknowledges that its failure to advise the District of changes in its mailing address may affect the Applicant's receipt of refunds related to connections to the proposed extension.

Ohio County Water District
124 E. Washington Street
Hartford, Kentucky 42347

Applicant:

24. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

25. This Agreement constitutes the complete agreement and understanding among the Parties, and all oral statements, representations, or agreements made prior hereto shall be null and void.

26. The signatories warrant that they are authorized to execute this Agreement on behalf of their respective Parties.

27. The Parties agree that this Agreement may be signed in multiple counterparts.

[Remaining Page is Intentionally Blank]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date first written above.

OHIO COUNTY WATER DISTRICT

By: _____

Name:

Title:

[Applicant's Name]

By: _____

Name:

Title:

**Agreement for Water Main Extension
Water District Design and Construct**

AGREEMENT FOR WATER MAIN EXTENSION
(WATER DISTRICT DESIGN AND CONSTRUCTION)

This AGREEMENT, made and entered into on this the day of _____, 202____, by and between the OHIO COUNTY WATER DISTRICT (“the District”) and _____ (“Applicant”).

WITNESSETH:

WHEREAS, Applicant owns a real estate tract that is located within the District’s territorial boundaries; and,

WHEREAS, Applicant’s real estate tract is more accurately described as _____ (provide description of property) _____; and,

WHEREAS, Applicant proposes to develop its real estate tract and requires an extension of the District’s water mains to provide water service to the proposed real estate development;

WHEREAS, the Parties desire to ensure the delivery of safe and potable water to Applicant’s proposed real estate development; and,

WHEREAS, the Parties agree that the design and construction of the water main extension is best accomplished if performed by the District;

NOW, THEREFORE, the Parties agree as follows:

1. The District shall design and construct the facilities necessary to extend the District’s water mains to serve to Applicant’s real estate development. Applicant shall pay the proposed extension’s cost, including the cost of designing, constructing, inspecting, and testing all water mains and appurtenant facilities, and all legal fees related from the proposed facilities’ placement and construction. Applicant acknowledges that its payment of such costs does not create any ownership interest in those facilities and waives any ownership right in those facilities except its right to a refund of a portion of those costs as provided for in Paragraph 15 of this Agreement.

2. Within seven (7) days this Agreement, Applicant shall deposit with the District an amount equal to (enter amount) , which is the estimated cost of the proposed extension. Applicant acknowledges that, prior to the execution of this Agreement, the District provided it with a written demand for such deposit and a statement of estimated costs. The District may expend the deposited amount to pay design and construction costs, which include but are not limited to all costs associated with engineering, design and construction of the proposed extension; materials; fees for permits, inspections, testing, and licenses; easement and right-of-way acquisition costs (including attorney fees and court costs); and all legal fees resulting from the placement and construction of the water mains and related facilities. Prior to expending any deposited funds, the District will provide the Applicant with a statement of costs and all supporting invoices and receipts for the expenditure. If the District incurs costs in excess of the deposited amount, Applicant shall pay the difference within 30 days of the District’s presentation of a revised statement of estimated costs.

2. **[Alternate to Paragraph 2]** Within seven (7) days this Agreement, Applicant shall deposit with the District the sum of (enter amount) as security for payment of design and construction costs. The District will periodically invoice the Applicant for the cost of materials, services, and labor incurred to design and construct the proposed extension. Applicant shall pay such invoices within 30 days of the date of the invoice. If Applicant fails to timely pay any invoice related to the proposed extension's costs, the District may use any and all of the deposited amount to reimburse the District for the unpaid invoiced costs. Upon completion of the proposed extension's construction and payment of all allowable costs, the District shall refund to the Applicant any remaining amount.

3. Applicant is not responsible for obtaining any governmental approvals for the proposed extension, except the approval of any local planning and zoning commission, but shall reasonably assist the District in obtaining all required approvals.

4. The District will cause to be prepared the plans and specifications of the proposed extension and all other reasonably necessary documents. All plans and specifications shall be prepared by a professional engineer, who is licensed to practice engineering in the Commonwealth of Kentucky. The District will select and retain the professional engineer.

5. Before submitting the final plans and specifications for the proposed extension to the Kentucky Division of Water, the District will provide Applicant with an opportunity to review and comment upon the plans and specifications for the proposed extension and will incorporate any modifications proposed by Application that it finds reasonable into the final plans and specifications.

6. The design and construction of the proposed extension shall conform to good standard engineering practice and meet or exceed the standards established by the regulations of the Kentucky Division of Water and the Public Service Commission.

7. The District shall consult with the Applicant in determining the route of the proposed extension.

8. Applicant shall permit the District's employees, agents, or representatives reasonable access to the site of the proposed extension upon reasonable notice and at reasonable hours.

9. Applicant shall grant to the District an easement or right-of-way sufficient to install, repair, replace, or construct any facilities necessary to distribute or meter water to the proposed real estate development and to each parcel of property located within the development or along the proposed extension.

10. No extension shall be constructed unless the Division of Water issues a construction permit for the proposed extension and approves the extension's plans and specifications. The design and construction of the proposed extension shall conform to good standard engineering practice and meet or exceed the standards established by the regulations of the Kentucky Division of Water and the Public Service Commission.

11. The Water District will provide all inspection and engineering services required for the proposed extension's construction.

12. If the estimated construction cost of the proposed extension facilities exceeds \$40,000, the District will use a sealed bidding process to select a contractor to construct the proposed extension.

13. The District shall provide the Applicant with written notice of the completion of construction within 30 days of that event and shall provide with such notice an itemized statement of the total cost of extension.

14. The District shall provide the Applicant with written notice of the completion of construction within 30 days of that event and shall provide with such notice an itemized statement of the total cost of extension.

15. Each year, for a period of 10 years following the District's completion of the extension's construction ("refund period"), the District shall refund to the Applicant a sum equal to the cost of 50 feet of the distribution main installed for each new customer connected during the year whose service line is directly connected to the distribution main, and not to extensions or laterals therefrom. The District's total refunds to the Applicant for the water distribution main, however, shall not exceed the "maximum cumulative refund amount." If the District's required refund for an annual period would result in total cumulative refunds to the Applicant for the distribution main extension exceeding the "maximum cumulative refund amount," the District shall credit the amount in excess of the "maximum cumulative refund amount" to the next annual period for refund. The "maximum cumulative refund amount" equals ten percent of the total cost of the extension multiplied by the number of years elapsed since the transfer of the extension to the District or the District's completion of construction. The total amount refunded to the Applicant shall not exceed the extension's total cost. No refund shall be made for connections made to extension after the end of the refund period. The District shall make refund payments to the Applicant within 30 days of the anniversary of the transfer of ownership of the extension to the District.

16. Notice provided under this Agreement shall be in writing and delivered by certified United States mail, return receipt requested, addressed to the other party at its respective address as listed below. A party shall notify the other party of any change in its address for notice in accordance with the terms of this section. Applicant acknowledges that its failure to advise the District of changes in its mailing address may affect the Applicant's receipt of refunds related to connections to the proposed extension.

Ohio County Water District
124 E. Washington Street
Hartford, Kentucky 42347

Applicant:

17. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

18. This Agreement constitutes the complete agreement and understanding among the Parties, and all oral statements, representations, or agreements made prior hereto shall be null and void.

19. The signatories warrant that they are authorized to execute this Agreement on behalf of their respective Parties.

20. The Parties agree that this Agreement may be signed in multiple counterparts.

[Remaining Page is Intentionally Blank]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date first written above.

OHIO COUNTY WATER DISTRICT

By: _____

Name:

Title:

[Applicant's Name]

By: _____

Name:

Title:

**Agreement for Water Main Extension
Local Government Request**

AGREEMENT FOR WATER MAIN EXTENSION
FOR A LOCAL GOVERNMENT UNIT

This AGREEMENT, made and entered into on this the day of _____, 202____, by and between the OHIO COUNTY WATER DISTRICT (“the District”), and _____ (“Applicant”).

WITNESSETH:

WHEREAS, Applicant is a local government unit that owns a real estate tract located within the District’s territorial boundaries; and,

WHEREAS, Applicant’s real estate tract is more accurately described as _____ (provide description of property) _____; and,

WHEREAS, Applicant requires an extension of the District’s water mains to provide water service to the real estate tract; and,

WHEREAS the Parties desire to ensure the delivery of safe and potable water to Applicant’s real estate tract;

NOW, THEREFORE, the Parties agree as follows:

1. The District shall design and construct the facilities necessary to extend the District’s water mains to extend water mains and appurtenant facilities to provide water service to Applicant’s real estate tract. Applicant shall pay the proposed extension’s cost, including the cost of designing, constructing, inspecting, and testing all water mains and appurtenant facilities, and all legal fees related from the proposed facilities’ placement and construction. Applicant acknowledges that its payment of such costs creates no ownership interest in those facilities and waives any ownership right in those facilities. Applicant further waives any right to a refund of a portion of the proposed extension’s cost should other persons connect directly to the proposed extension.

2. Within seven (7) days this Agreement, Applicant shall deposit with the District the sum of ___(enter amount)___ as security for payment of design and construction costs. The District will periodically invoice the Application for the cost of materials, services, and labor for incurred to design and construct the proposed extension. Applicant shall pay such invoices within 30 calendar days of the date of the invoice. If Applicant fails to pay an invoice related to the proposed extension’s costs, the District may use any and all of the deposited amount to reimburse the District for such costs. Upon completion of the proposed extension’s construction and payment of all allowable costs, the District shall refund to the Applicant any remaining amount.

3. Applicant is not responsible for obtaining any governmental approvals for the proposed extension, except the approval of any local planning and zoning commission, but shall reasonably assist the District in obtaining all required approvals.

4. The District will cause to be prepared the proposed extension' plans and specifications and all other reasonably necessary documents. A professional engineer licensed to practice engineering in the Commonwealth of Kentucky shall prepare all plans and specifications. The District will select and retain the professional engineer.

5. Before submitting the final plans and specifications for the proposed extension to the Kentucky Division of Water, the District will provide Applicant with an opportunity to review and comment upon the plans and specifications for the proposed extension and will incorporate any modifications proposed by Application that it finds reasonable into the final plans and specifications.

6. The proposed extension's design and construction shall conform to good standard engineering practice and meet or exceed the standards established by the regulations of the Kentucky Division of Water ("KDOW")and the Public Service Commission.

7. The District shall consult with the Applicant in determining the proposed extension's route.

8. Applicant shall permit the District's employees, agents, or representatives reasonable access to the site of the proposed extension upon reasonable notice and at reasonable hours.

9. Applicant shall grant to the District an easement or right-of-way sufficient to install, repair, replace, or construct any facilities necessary to distribute or meter water to the proposed real estate development and to each parcel of property located within the development or along the proposed extension.

10. No extension shall be constructed unless the KDOW issues a construction permit for the proposed extension and approves the extension's plans and specifications. The design and construction of the proposed extension shall conform to good standard engineering practice and meet or exceed the standards established by the regulations of the KDOW and the Public Service Commission.

11. The District will provide all inspection and engineering services required for the proposed extension's construction.

12. If the proposed extension facilities' estimated construction cost exceeds \$40,000, the District will use a sealed bidding process to select a contractor to construct the proposed extension.

13. The District shall provide the Applicant with written notice of the completion of construction within 30 days of that event and shall provide with such notice an itemized statement of the total cost of extension.

14. Notice provided under this Agreement shall be in writing and delivered by certified United States mail, return receipt requested, addressed to the other party at its respective address as listed below. A party shall notify the other parties of any change in its address for notice in accordance with the terms of this section.

Ohio County Water District
124 E. Washington Street
Hartford, Kentucky 42347

Applicant:

15. This Agreement shall be construed, interpreted and enforced in accordance with the laws of the Commonwealth of Kentucky.

16. This Agreement constitutes the complete agreement and understanding among the Parties, and all oral statements, representations, or agreements made prior hereto shall be null and void.

17. The signatories warrant that they are authorized to execute this Agreement on behalf of their respective Parties.

18. The Parties agree that this Agreement may be signed in multiple counterparts.

[Remaining Page is Intentionally Blank]

IN WITNESS WHEREOF, the undersigned duly authorized representatives of the parties have executed this Agreement as of the date first written above.

OHIO COUNTY WATER DISTRICT

By: _____

Name:

Title:

[Applicant's Name]

By: _____

Name:

Title: