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PUBLIC SERVICE
COMMISSION

Commonwealth of Kentucky
Before the Public Service Commission

American Metal Chemical Corporation *Complainant*, v. East Daviess County Water Association, Inc. *Defendant*.	Case No. 2026-00100

Second Amended Complaint

Complainant American Metal Chemical Corporation ("AMCOR"), by counsel, and pursuant to KRS 278.260 and 807 KAR 5:001, Section 20, submits this Second Amended Complaint against Defendant East Daviess County Water Association, Inc. ("East Daviess"), in response to the Commission's Order of October 21, 2026. This Second Amended Complaint supersedes and replaces AMCOR's prior complaints in this case. AMCOR states as follows:

Parties

1. AMCOR is an Ohio corporation with its principal place of business and post office address at 3546 South Morgan Street, Chicago, IL 60609.

2. East Daviess is a Kentucky nonprofit corporation (Kentucky Secretary of State Organization No. 0015061) and a water association that furnishes water to the public for compensation. Its post office address is 9210 State Route 144, Knottsville, KY 42366.

Jurisdiction

3. East Daviess is a utility under KRS 278.010(3)(d). A water association formed under KRS Chapter 278, it is subject to the Commission's jurisdiction "in the same manner and to the same extent as any other utility." KRS 278.012.

4. The Commission has exclusive jurisdiction over the rates and service of utilities, KRS 278.040(8), and original jurisdiction over complaints that a utility's rate is unreasonable or that "any regulation, measurement, practice or act affecting or relating to the service of the utility . . . is unreasonable, unsafe, insufficient or unjustly discriminatory, or that any service is inadequate." KRS 278.260(1).

5. This complaint concerns East Daviess's billing of AMCOR and its response to AMCOR's request that service be shut off. Both are matters of rates and service within the Commission's jurisdiction. AMCOR does not seek damages.

Factual Allegations

6. AMCOR operates the Yellow Banks River Terminal (the "Terminal"), an industrial facility at 5965 U.S. Highway 60 East, Owensboro, Daviess County, Kentucky. East Daviess provides water service to the Terminal under Account No. [redacted]

7. On August 1, 2022, AMCOR acquired substantially all of the assets of Yellow Banks River Terminal, LLC, including the Terminal and the right to use the name "Yellow Banks River Terminal." The water account was never renamed and is still billed to "Yellow Banks River Terminal." But since the acquisition, AMCOR has received the service and paid every bill. East Daviess has accepted those payments and has dealt directly with AMCOR's personnel about the account, including the leak and the bill at issue here. Yellow Banks River Terminal, LLC dissolved effective December 31, 2024. Its articles of dissolution were filed with the Kentucky Secretary of State on March 5, 2025. Exhibit A.

8. AMCOR is therefore East Daviess's customer. A "customer" is a "corporation . . . receiving service from a utility." 807 KAR 5:006, Section 1(4). And AMCOR is the entity "directly interested" in the rate East Daviess is charging.

KRS 278.260(1). Any other conclusion would mean that no existing entity could contest a bill East Daviess is actively trying to collect.

9. On February 5, 2026, after several days of sub-freezing temperatures, one of AMCOR's employees noticed standing water on the Terminal's premises resulting from a leak in an underground water pipe. The following day, AMCOR's Rachel Elder asked East Daviess to inspect the site to determine if the leak was on the customer's side of the meter and emailed East Daviess a map of the area. In response, East Daviess reported that AMCOR's water usage was slightly up from the previous month and that it would send someone to inspect.

10. On February 9, East Daviess inspected the site and concluded that the leak was on AMCOR's side of the meter. East Daviess then called Ms. Elder to tell her so; its own records place that call at 9:09 a.m. on February 10. Exhibit B. During that call, AMCOR asked how to shut off the water. East Daviess told AMCOR to shut it off at the meter. But the water was coming up from around the meter, so it could not be shut off there. The flow could only be shut off by East Daviess at an access point located outside of AMCOR's property.

11. That access point is East Daviess's cut-off valve, which only East Daviess may operate. Under East Daviess's tariff, that cut-off valve is owned and maintained by East Daviess, and East Daviess "shall have the sole and exclusive right to use of such cut-off valve to turn it on and off." Tariff, Rules and Regulations, Rule IV.A (First Revised Sheet Nos. 3–4). Exhibit C. AMCOR could not lawfully operate the valve itself: the tariff forbids any person to "willfully . . . tamper with any structure appurtenance or equipment which is a part of the utility's water system." Tariff, Legal Disclaimers, Rule 1.

12. The February 10 call put East Daviess on notice that AMCOR needed service to the meter stopped and that it could only be shut off by East Daviess.

13. East Daviess failed to stop it. It did not shut off the water, did not identify another shut-off point, and did not follow up.

14. AMCOR immediately engaged Hagerman Plumbing to repair the leak. Though Hagerman stated, on February 10, that it would initiate repairs as soon as possible, that did not happen. Instead, several days passed without a word. So, on February 16, AMCOR called Hagerman again to determine when it would initiate repairs. On February 17, Hagerman reported that it was working on locating utility lines. And on February 18, Hagerman said it would need another week before it could begin work. So, the same day, AMCOR engaged another company to locate utilities. With utilities located, Hagerman said it would begin repair work on February 19. Hagerman repaired the broken pipe on February 20, and water service was restored on February 21.

15. Meanwhile, water continued to flow. Throughout this period, AMCOR provided East Daviess access to the meter and never obstructed it.

16. On February 19, nine days after AMCOR's request, an East Daviess meter reader conducting routine readings noticed a significant amount of water at the site. Exhibit B. East Daviess then contacted AMCOR and stated that it had determined the leak *was not* on AMCOR's side. That same day, East Daviess obtained an emergency utility locate, dug on the opposite side of the road to reach its shut-off point, shut off the water, and replaced the meter (Meter No. [redacted]), which was leaking. But in the process, East Daviess determined that the true cause of the leak was, in fact, on AMCOR's side, so AMCOR would be responsible for any excess water usage.

17. East Daviess could have shut off the flow of water to AMCOR's property at any time between February 10 (when AMCOR asked how the water could be shut off) and February 19 (when it actually did so). Once East Daviess decided to act on February 19, it stopped the flow within a day. AMCOR, by contrast, had no ability to stop the flow of water at the meter or anywhere else on its side of the meter, due to the nature of the leak.

18. When East Daviess believed that the leak was on AMCOR's side of the meter, and that AMCOR would be responsible for any excess water usage, it did not stop the flow. Only when East Daviess came to believe that the leak was on *its* side of the meter did it act to prevent any additional loss.

19. East Daviess's general manager, Kasey Emmick, later acknowledged that East Daviess does not monitor usage in real time and became involved only because its meter reader noticed the leak. When AMCOR asked why the employee who determined the leak was on AMCOR's side had offered no help, Mr. Emmick responded that East Daviess does not go knocking on doors to tell customers they have a leak.

20. The leak drove AMCOR's usage for the January 22–February 19, 2026 billing period to 3,924,877 gallons, compared with 26,540 gallons in the previous billing period and 65,305 gallons in the same period a year earlier. On February 24, 2026, East Daviess issued AMCOR a bill totaling $27,657.46 for that billing period, due on March 16, 2026, and increasing to $30,190.66 if not paid by that date. Exhibit D.

21. Upon information and belief, most of the billed usage occurred after AMCOR's February 10 request. By early February, according to East Daviess itself, usage was only slightly above the prior month. And by East Daviess's own account, by February

19 the leak had "significantly worsened." Exhibit B. East Daviess's meter-reading and usage records will show how much of the usage occurred after that date.

22. On March 4, 2026, AMCOR disputed the bill with East Daviess. The next day, East Daviess offered a leak adjustment of $5,096.97 under its tariff, which would reduce the balance to $22,560.49, "pending customer approval." Exhibit E.

Applicable Law

23. Every utility "shall furnish adequate, efficient and reasonable service." KRS 278.030(2). "Service" includes "any practice or requirement in any way relating to the service of any utility," including the "quantity of water." KRS 278.010(13).

24. Under the Commission's regulations, a customer that requests termination of service is not responsible for charges after a three-day notice period. A customer "shall give the utility three (3) working days' notice in person, in writing, or by telephone." 807 KAR 5:006, Section 13(1)(a). And "[t]he customer shall not be responsible for charges for service beyond the three (3) day notice period if the customer provides access to the meter during the notice period." 807 KAR 5:006, Section 13(1)(b).

25. East Daviess's tariff contains the same rule: "Any customer desiring service discontinued . . . shall give the utility three (3) days' notice in person, telephone, or writing." Tariff, Rules and Regulations, Rule II.E (First Revised Sheet No. 2).

26. Upon a customer's complaint by telephone, the utility "shall make a prompt and complete investigation." 807 KAR 5:006, Section 10(1). The utility must also monitor customer usage through procedures "designed to draw the utility's attention to unusual deviations in a customer's usage." 807 KAR 5:006, Section 11(3)(b). East Daviess's tariff

likewise commits it to "immediately investigate usage deviations brought to its attention as a result of . . . customer inquiry." Tariff, Monitoring of Customer Usage.

27. If "a customer has been incorrectly billed for another reason," the utility shall "[r]ecompute and adjust the customer's bill." 807 KAR 5:006, Section 11(2)(a). Any overbilled amount must be credited or refunded within thirty days after the investigation is complete. 807 KAR 5:006, Section 11(2)(d).

28. The filed-rate doctrine works in AMCOR's favor here. KRS 278.160(1) requires every utility to file schedules showing "all rates and conditions for service," and KRS 278.160(2) bars it from charging "a greater . . . compensation for any service rendered . . . than that prescribed in its filed schedules." The three-day notice rule is one of East Daviess's filed conditions for service. Tariff Rule II.E. And the Commission's regulations make clear what follows from it: the customer is not responsible for charges after the notice period. 807 KAR 5:006, Section 13(1)(b). By billing AMCOR for water that flowed after February 13, East Daviess charged more than its own tariff and the Commission's regulations allow.

Grounds for Relief

I. East Daviess billed AMCOR for service beyond the notice period, in violation of 807 KAR 5:006, Section 13 and Tariff Rule II.E.

29. AMCOR gave East Daviess notice by telephone no later than Tuesday, February 10, 2026, that it needed service to its meter shut off. ¶¶ 10–12.

30. Three working days from that notice ran through Friday, February 13, 2026.

31. AMCOR provided East Daviess access to the meter throughout the notice period.

32. Under 807 KAR 5:006, Section 13(1)(b), AMCOR is not responsible for charges for service after February 13, 2026. Under Tariff Rule II.E, East Daviess was obligated to act on AMCOR's notice within the same period.

33. East Daviess nonetheless billed AMCOR for all usage through the end of the billing period, including usage after the notice period. AMCOR has therefore been "incorrectly billed" within the meaning of 807 KAR 5:006, Section 11(2)(a), and is entitled to a recomputed bill.

II. East Daviess's failure to act on AMCOR's request was inadequate and unreasonable service under KRS 278.030(2) and KRS 278.260(1).

34. East Daviess held the sole and exclusive right to operate the cut-off valve that could stop the flow. Tariff Rule IV.A. AMCOR had no ability to stop the flow itself.

35. Despite AMCOR's February 6 inquiry and its February 10 request, East Daviess did not shut off the water for nine days. It did not make the "prompt and complete investigation" required by 807 KAR 5:006, Section 10(1), act on the unusual deviation in AMCOR's usage as 807 KAR 5:006, Section 11(3) contemplates, or "immediately investigate" the usage deviation as its tariff requires. Instead, it learned the leak was continuing only when a meter reader happened to notice it on a routine reading.

36. East Daviess acted only after it came to believe the leak was its own responsibility. A practice of responding to a customer's shut-off request based on who will bear the cost of the lost water is an unreasonable and insufficient "practice or act affecting or relating to the service of the utility." KRS 278.260(1).

37. East Daviess's conduct failed to provide "adequate, efficient and reasonable service." KRS 278.030(2). The Commission may determine and order the reasonable practice to be followed. KRS 278.280(1).

III. In the alternative, AMCOR is entitled to the leak adjustment in East Daviess's tariff.

38. East Daviess's tariff provides a leak adjustment on a customer's written request. Tariff, Leak Adjustments (1st Revised Sheet No. 6); Leak Adjustment Rate (Original Sheet No. 1.1). Usage above the customer's twelve-month average is billed at the leak adjustment rate of $0.00525 per gallon rather than the regular rate.

39. AMCOR disputed its bill on March 4, 2026, and East Daviess responded on March 5 by calculating and offering a leak adjustment of $5,096.97 under its tariff. Exhibit E. East Daviess has thus already treated AMCOR's dispute as a leak adjustment request, and AMCOR's bill exceeds $100. To the extent AMCOR remains responsible for any excess usage, that usage must be billed at the leak adjustment rate.

Relief Requested

WHEREFORE, AMCOR respectfully requests that the Commission:

A. Find that this Second Amended Complaint establishes a prima facie case and order East Daviess to satisfy or answer it under 807 KAR 5:001, Section 20(4)(b);

B. Find that East Daviess billed AMCOR for service beyond the notice period in violation of 807 KAR 5:006, Section 13(1) and Tariff Rule II.E;

C. Order East Daviess to recompute AMCOR's January 22–February 19, 2026 bill to exclude all charges for usage after February 13, 2026, under 807 KAR 5:006, Sections 11(2)(a) and 13(1)(b), based on East Daviess's meter-reading and usage records or, if those records cannot establish the usage with reasonable precision, on an estimate under 807 KAR 5:006, Section 11(2)(b), and to credit or refund the overbilled amount under 807 KAR 5:006, Section 11(2)(d);

D. Find that East Daviess failed to provide adequate, efficient, and reasonable service under KRS 278.030(2) and KRS 278.260(1), and order East Daviess under KRS 278.280(1) to adopt a written procedure for acting on customer requests to shut off service within the notice period in 807 KAR 5:006, Section 13;

E. In the alternative, order East Daviess to apply its tariffed leak adjustment to any excess usage for which AMCOR remains responsible;

F. Order East Daviess to remove any late payment charges or penalties assessed on the disputed bill, and to treat AMCOR's account as current while this matter is pending under 807 KAR 5:006, Sections 11(6) and 12;

G. Order East Daviess to file AMCOR's meter-reading and usage records for December 2025 through March 2026, and test records for the meter removed on February 19, 2026 (Meter No. 190876882), and to preserve the meter and make it available to Commission Staff for testing under 807 KAR 5:006, Section 19(1)(d);

H. Schedule a formal hearing under KRS 278.260(1) and 807 KAR 5:001, Section 9, if the matter is not satisfied; and

I. Grant any other relief within the Commission's jurisdiction to which AMCOR is entitled.

Respectfully submitted,

/s/ Burt A. Stinson

Burt A. (Chuck) Stinson
KAPLAN JOHNSON ABATE & BIRD LLP
710 West Main Street, 4th Floor
Louisville, KY 40202
(502) 416-1630
cstinson@kaplanjohnsonlaw.com

Counsel for Complainant

Exhibits

A. Articles of Dissolution of Yellow Banks River Terminal, LLC (filed March 5, 2025)
B. East Daviess's timeline of events for Account No. [redacted]
C. Excerpts of East Daviess's tariff
D. East Daviess bill dated February 24, 2026
E. East Daviess email dated March 5, 2026, offering leak adjustment

Certificate of Service

I certify that, on October 27, 2026, this document was submitted electronically to the Public Service Commission; that the electronic version is a true and accurate copy of the document; and that a copy was sent by electronic mail to the following:

Damon R. Talley
Stoll Keenon Ogden PLLC
112 North Lincoln Boulevard, PO Box 150
Hodgenville, Kentucky 42748
damon.talley@skofirm.com

Tina C. Frederick
Stoll Keenon Ogden PLLC
300 West Vine Street, Suite 2100
Lexington, Kentucky 40507
tina.frederick@skofirm.com

Counsel for East Daviess County Water Association, Inc.

/s/ Burt A. Stinson

0653078.06	bmarkey DIS

Michael G. Adams
Kentucky Secretary of State
Received and Filed:
3/5/2025 12:37 PM
Fee Receipt: $40.00

COMMONWEALTH OF KENTUCKY
MICHAEL G. ADAMS, SECRETARY OF STATE

Division of Business Filings
P.O. Box 718
Frankfort, KY 40602
(502) 564-3490
www.sos.ky.gov

Articles of Dissolution — LLD

Limited Liability Company

This form may be used for filing articles of dissolution for a limited liability company (LLC), nonprofit LLC or professional service LLC.

Please note: Filing this form with the Office of the Secretary of State does not ensure the dissolution of the business entity is complete. Filers are encouraged to seek the advice of a professional prior to filing Articles of Dissolution.

Pursuant to the provisions of KRS 14A and KRS 275.315, the undersigned limited liability company executes the following articles of dissolution:

Article I. The name of the limited liability company is YELLOW BANKS RIVER TERMINAL, LLC.
(The name must be identical to the name on record with the Secretary of State.)

Article II. This dissolution was caused by the following event: (check one only)

_____ (1) The expiration of the term of the limited liability company set forth in the articles of organization;

_____ (2) Upon the occurrence of events specified in the articles of organization or a written operating agreement;

_____ (3) Upon the written consent of all the members; or

X (4) There are no remaining members.

Article III. The event of dissolution identified in Article II occurred on the following date: 12/31/2024.

Article IV. Additional information, if applicable, that the member(s) or manager(s) filing deem proper:

(Any delayed effective date provided shall not exceed 90 days from the day delivered to the Secretary of State for filing.)

I/We declare under penalty of perjury under the laws of the state of Kentucky that the foregoing is true and correct.

Signature of authorized representative	Printed Name	Title	Date
	Robert Childress Jr.	Member	12/12/25

(11/23)

Account Name: Yellow Banks River Terminal
Account Number: [redacted]
Service Address: 5965 U.S. Highway 60 East, Owensboro, KY 42303

Timeline of Events

February 6, 2026 (Friday):
Rachel Elder of Yellow Banks River Terminal contacted our office requesting that East Daviess County Water Association (EDCWA) inspect a suspected leak at the above service address. She reported visible water on the property and subsequently emailed an aerial map identifying the affected area. I responded the same day advising that our staff would investigate to determine whether the leak was on EDCWA's side of the meter.

February 9, 2026 (Monday):
Aiden inspected the property and determined that the leak was located on the customer's side of the meter.

February 10, 2026 (Tuesday) – 9:09 AM:
Ashtyn contacted Rachel Elder [redacted] to inform her that the leak was on Yellow Banks' side of the meter and that they were responsible for arranging and completing the necessary repairs.

February 19, 2026 (Thursday):
While conducting routine meter readings, Aiden observed a significant amount of water in the area. He contacted JT, who met him onsite. At that time, JT believed a gasket on EDCWA's side may have come loose, indicating a potential issue on our side. EDCWA proceeded with repairs to our equipment. I notified Rachel that our crew was making repairs and that water service would be temporarily interrupted during the process.

Upon further investigation, it was determined that the leak on Yellow Banks' side of the meter had significantly worsened. The excessive water flow washed away surrounding soil, causing the meter to collapse and resulting in damage on EDCWA's side of the connection. The root cause of the issue was the unresolved leak on the customer's side of the meter.

As a result, Yellow Banks River Terminal is responsible for the total water usage of **3,924,877 gallons** that passed through the meter.

February 19, 2026 (Monday) – 1:49 PM:
Kasey contacted Rachel Elder to advise that the customer-side leak caused the damage to EDCWA equipment and that Yellow Banks would be responsible for the billed water usage.

He further advised that while EDCWA would repair its own equipment, Yellow Banks remained responsible for repairing the leak on their side of the meter.

March 4, 2026:
Yellow Banks River Terminal contacted our office to dispute the bill. The call was forwarded to Kasey for further discussion.

March 5th, 2026:
Ashtyn reached out to Ashley Morris to offer a leak adjustment of -$5,096.97. If this leak adjustment is accepted, Yellow Banks balance would be reduced from $27,657.46 to $22,560.49. Ashtyn offered creating a payment arrangement until the leak was paid in full.

P.S.C. Ky. No.....

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

EAST DAVIESS COUNTY WATER ASSOCIATION, INC.

OF

9210 KY 144
PHILPOT, KENTUCKY 42366

Rates, Rules and Regulations for Furnishing

Water Service

AT

Eastern Portion of Daviess County

Northern Ohio County

Southern Hancock County

Filed with PUBLIC SERVICE COMMISSION OF KENTUCKY

ISSUED July 1, 19 89 EFFECTIVE July 1, 19 89

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 01 1989

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

BY: PUBLIC SERVICE COMMISSION MANAGER

ISSUED BY East Daviess County Water Assn. Inc. (Name of Utility)

BY Jerome Hamilton

Jerome Hamilton, President

FOR Portions of Daviess, Hancock & Ohio Counties
Community, Town or City

P.S.C. KY. NO. 1

Original SHEET NO. 1.1

East Daviess County Water Association
(Name of Utility)

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

SHEET NO. _____

4" Meter				
First	50,000	gallons	$377.80	Minimum Bill (N)
All Over	50,000	gallons	0.00644	per gallon
6" Meter				
First	100,000	gallons	$699.80	Minimum Bill
All Over	100,000	gallons	0.00644	per gallon
Leak Adjustment Rate			$0.00525	per gallon
Wholesale Rate			$0.00445	per gallon

DATE OF ISSUE August 29, 2024
Month / Date / Year

DATE EFFECTIVE October 3, 2024
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE Manager

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

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
10/3/2024
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

1. The customer must request a leak adjustment in writing to the utility.
2. The customer's bill will be based on two components. The first step will be to calculate the customer's average monthly usage over a twelve-month period. The second step will be to deduct the customers average monthly usage (as calculated in the above) from the total amount of water that passed through the meter. The usage calculated in step one will be billed at the utility's regular rates, while the remaining usage will be charged at the per thousand-gallon leak adjustment rate, as set forth in the rates and charges portion of the utility's approved tariff. All water passing through the meter must be accounted and paid for by the customer. So, the customer will owe the amount of his/her average bill plus the per thousand-gallon leak adjustment rate for the remainder of the water that passed through the meter.
3. If meter readings are not available for an entire twelve-month period, the water bill will be estimated by the utility, subject to an upward or downward adjustment once a twelve-month average of actual meter readings can be calculated.
4. Only one (1) leak adjustment will be made per thirty six-month period. A customer is eligible for a leak adjustment only if the bill is over $100.00. (T)

DATE OF ISSUE March 26, 2021
Month / Date / Year

DATE EFFECTIVE April 26, 2021
Month / Date / Year

ISSUED BY /s/ William E. Haynes
(Signature of Officer)

TITLE President

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

KENTUCKY
PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director
Linda C. Bridwell
EFFECTIVE
4/26/2021
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Portions of Daviess, Hancock, & Ohio Counties, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

East Daviess County Water Association
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

Legal Disclaimers:

1. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure appurtenance or equipment which is a part of the utility's water system. Any person violating this provision will be subject to immediate arrest and/or discontinuance of water service and shall pay the cost of repairing or replacing the utility's facilities.
2. If any loss or damage to the property of the utility or any accident or other injury to persons or property is caused by or results from the negligence or wrongful action of a customer, members of his/her household, his/her agent or employee, the cost of necessary repairs or replacements shall be paid by the customer of the utility and any liability otherwise resulting shall be that of the customer.

DATE OF ISSUE _____
Month / Date / Year

DATE EFFECTIVE Sept. 1, 2003
Month / Date / Year

ISSUED BY Edwin Payne
(Signature of Officer)

TITLE Manager

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2003-00289 DATED 9-15-03

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 01 2003

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

BY Thomas M. Dorman
EXECUTIVE DIRECTOR

FOR Eastern Portion of Daviess County

P.S.C. Ky. No. _____

First Revised Sheet No. 2

Cancelling P.S.C. Ky. No. Original

Sheet No. 2

East Daviess County Water Assn., Inc.
Name of Issuing Corporation

RULES AND REGULATIONS

I. Service Classification. There shall be no distinction of this category.

II. Service Application.

A. Any bona fide occupant of a single family dwelling; or to each residential unit in an auto court, duplex, or multiple dwelling building; or person holding property having reasonable accessibility to the source of and who is in need of having water supplied to his place of occupancy of property may be a member of this company by obtaining a membership certificate from the company. Persons who receive the approval of the Board of Directors may be admitted to membership upon subscribing for a membership certificate and by signing such agreements for the purchase of water as may be provided and required by the company. If the company's water system is exhausted, service may be denied until such time as the system can be expanded to meet the needs of additional customers. (Pursuant to K.R.S. 278.030 and 278.280)

B. The Company may reject any application for membership when the applicant is delinquent in payment of bills incurred for service previously supplied at any location.

C. Violation of any of the provisions of these rules, by-laws or any other regulation of the Company, the Company may remove the meter and discontinue service. Where the meter is thereafter reinstalled, the member shall first pay to the Company a reinstallation charge of $15.00. The Company may require of any applicant a deposit of an amount equal to 2/12 of the average annual bill for the category of service for which the applicant requests service.

D. The individual in whose name the membership certificate is prepared shall be responsible for payment of all bills incurred in connection with the service rendered.

E. Any customer desiring service discontinued or changed from one address to another shall give the utility three (3) days' notice in person, telephone, or writing, provided such notice does not violate contractual obligations. Upon request that service be reconnected at any premises subsequent to the initial installation or connection to its service lines, the utility may charge the applicant the sum of $15.00.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

JUL 15 1992

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

BY: _____
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE October 26 1981
Month Day Year

ISSUED BY Jerome Hamilton
Name of Officer

DATE EFFECTIVE April 22 1981
Month Day Year

President Rt. 1, Box 279B, Philpot, KY 42366
Title Address

c/o East Daviess County Water Assn

FOR Eastern Portion of Daviess County

P.S.C. Ky. No. _____

First Revised Sheet No. 3

East Daviess County Water Association, Inc.

Cancelling P.S.C. Ky. No. Original

Sheet No. 3

RULES AND REGULATIONS

III. Initial or Minimum Charges.

A. The flat minimum monthly rate, as set up in the water rate schedule for the year, will be payable irrespective of whether any water is used by the member during any month.

B. A reconnection charge may be made by the company each time reconnection is necessary; however, the monthly rate cannot be charged during the period of discontinuance.

C. The Tap fee of $250.00 dollars shall be made for each new meter installation where a 5/8 or 3/4 inch meter is used regardless of location. Each meter requires a separate meter reading sheet, and each meter reading sheet will cover a separate and individual account.

D. Water furnished for a given lot or farmstead shall be used on that lot only. Each member's service must be separately metered at a single delivery and metering point. All commercial use, including storerooms and stalls for business purposes shall be metered separately from any residential use, and vice versa.

E. In addition to the collection of regular rates, the Company may collect from the member a proportionate share of any privilege, sales, or use tax or impositions, based on gross revenue received by the Company.

IV. Company's Responsibility.

A. The Company will install, maintain and operate a main distribution pipeline or lines from the source of water supply, and service lines from the main distribution line or lines to the property line of each member of the Company at which points,

CHECKED
Public Service Commission
NOV 09 1981
by _____
RATES AND TARIFFS

DATE OF ISSUE October 26 1981 (Month Day Year)

DATE EFFECTIVE April 22 1981 (Month Day Year)

ISSUED BY Jerome Hamilton (Name of Officer) President (Title)

c/o East Daviess County Water Assn., Inc.
Rt. 1, Box 277B, Philpot, KY 42366 (Address)

RULES AND REGULATIONS

designated as delivery points, meters to be purchased, installed, owned and maintained by the Company, shall be placed. The cost of the service line or lines from the main distribution line or lines of the Company to the property line of each member shall be paid by the Company. The Company will also purchase and install a cut-off valve in each service line from its main distribution line or lines, such cut-off valve to be owned and maintained by the Company and to be installed on same portion of the service line owned by the Company. The Company shall have the sole and exclusive right to use of such cut-off valve to turn it on and off.

B. Each member shall be entitled to not to exceed one (1) service line from the Company's water system unless otherwise approved by the Board of Directors and provided that the member shall be required to pay the prevalent tap fee for each service line. No new service line or change in an existing service line may be made which will interfere with an existing service line or the delivery of water therein. Each service line shall connect with the company's water system at the nearest available place to the place of desired use by the member if the Company's water system shall be of sufficient capacity to permit the delivery of water through a service line at that place without interfering with the delivery of water through a prior service line. If the Company's water system shall be inadequate to permit the delivery of water through a service line installed at such place without interfering with the delivery of water through a prior service line, then such service line shall be installed at such place as may be required to dig or have dug a ditch, to purchase and install, and to maintain such portion of the service line or lines from the property line of the member to his own dwelling; or other place of use on his premises at his own expense, provided that the Company may, if the Board of Directors so elect, purchase the pipe for and install such portion of such service line or lines, the cost of which will, however, be paid by the individual members.

CHECKED
Public Service Commission
NOV 00 1981
By B Jones
RATES AND TARIFFS

RULES AND REGULATIONS

removing Company property, inspecting piping, reading or testing meters or for any other purpose in connection with the Company's service and facilities.

B. Each member shall grant or convey, or shall cause to be granted or conveyed to the Company a permanent easement and right-of-way across any property owned or controlled by the member wherever said permanent easement and right-of-way is necessary for the Company water facilities and lines, so as to be able to furnish service to the member.

IX. Change of Occupancy.

A. Not less than one week's notice must be given in person or in writing to the Company to discontinue service or to change occupancy.

B. The outgoing party shall be responsible for all water consumed up to the time of departure or the time specified for departure whichever period is longer.

X. Meter Reading - Billing - Collection.

A. Meters will be read and bills rendered monthly, but the Company reserves the right to vary the dates or length or period covered, temporarily or permanently if necessary or desirable.

B. Bills for water will be figured in accordance with the Company's published rate schedule and will be based on the amount consumed for the period covered by the meter readings, except where a member orders turn-off, the minimum bill to such member for such period shall be equal to the minimum charge for one full month's service.

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Public Service Commission
NOV 09 1981
by [signature]
RATES AND TARIFFS

Form for filing Rate Schedules

FOR Daviess, Hancock & Ohio Co.
Community, Town or City
P.S.C. NO. 1
SHEET NO.
CANCELLING P.S.C. NO.
SHEET NO.

East Daviess County Water Assn., Inc
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

RATE
PER UNIT

MONITORING OF CUSTOMER USAGE

At least once annually the Company will monitor the usage of each customer according to the following procedure:

1. The customer's annual usage for the most recent 12-month period will be compared with the annual usage for the 12 months immediately preceding that period.

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

3. If the annual usages differ by 15% percent or more and cannot be attributed to a readily identified common cause, the Company will compare the customer's monthly usage records for the 12-month period with the monthly usage for the same months of the preceding year.

4. If the cause for the usage deviation cannot be determined from analysis of the customer's meter reading and billing records, the Company will contact the customer by telephone or in writing to determine whether there have been changes such as different number of household members or work staff, additional or different appliances, changes in business volume, or known leaks in the customer's service line.

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

6. The Company will notify the customers of the investigation, its findings, and any refunds or backbilling in accordance with 807 KAR 5:006, Section 10(4) and (5).

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 15 1992

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

DATE OF ISSUE June 12, 1992
ISSUED BY Jerome Hamilton
Name of Officer
Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. _____ dated _____.

DATE EFFECTIVE
TITLE President

East Daviess County Water Association
9210 State Route 144
Knottsville, KY 42366

ACCOUNT #	[redacted]
Net Due On or Before 03/16/2026	$27,657.46
Amount Due After 03/16/2026	$30,190.66
Amount Enclosed	_____

☐ If you have made changes on the back of the stub, please checkmark.
Please make checks payable and remit to:

East Daviess County Water Assn
9210 State Route 144
Knottsville, KY 42366

T P.000505.03612
YELLOW BANKS RIVER TERMINAL
6133 HIGHWAY 60 EAST
OWENSBORO, KY 42303

Service Address:
5965 U.S. HWY 60 EAST, OWENSBORO, KY 42303

Billing Cycle: 01 Customer Type: I Date Issued: 2/24/2026

RETURN THIS PORTION WITH PAYMENT

RETAIN THIS SECTION FOR YOUR RECORDS

East Daviess County Water Association
9210 State Route 144
Knottsville, KY 42366

Phone: (270) 281-5187
Office Hours: 7:00 am to 4:00 pm
Monday - Friday

ACTUAL = Actual Reading
ESTIMATED = Estimated Reading

ACCOUNT NAME	
YELLOW BANKS RIVER TERMINAL	
ACCOUNT #	SERVICE ADDRESS
[redacted]	5965 U.S. HWY 60 EAST

DESCRIPTION	METER	READING DATES	PREVIOUS	PRESENT	USAGE	CHARGES
WT WATER - ACTUAL	[redacted]	1/22/26 - 2/19/26	1971225	5896102	3924877	$25,331.98
LT Local Tax						$759.96
TX State Tax						$1,565.52

CALL THE WATER OFFICE TO SET UP AUTO PAY**PAY BY PHONE
888-409-2852 ** PAY ONLINE @ www.eastdaviesscountywater.com

Net Due On or Before 03/16/2026	$27,657.46
Amount Due After 03/16/2026	$30,190.66

KEEP THE WATER FLOWING!
WE ARE NOW A MEMBER OF THE 811 CALL SYSTEM. ALWAYS CALL 811 BEFORE YOU DIG.
CONTACT 811 TWO BUSINESS DAYS BEFORE YOU DIG TO HAVE THE WATER MAIN & OTHER UTILITIES LOCATED.
IT'S FREE, IT'S THE LAW AND IT HELPS PROTECT YOU FROM UNNECESSARY EXPENSE.



East Daviess County Water Assn

PLEASE NOTE ANY CHANGES IN MAILING ADDRESS OR INCORRECT SPELLING FROM THE REVERSE SIDE.

Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Phone Number: ( ) _____ Cell Phone Number: ( ) _____

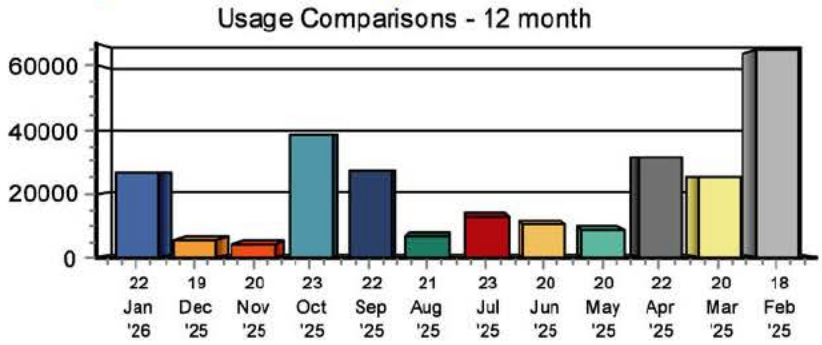
Email Address: _____

THANK YOU

EXPLORE YOUR BILL PAYMENT OPTIONS!

- Sign up for a WEB PORTAL ACCOUNT today to give yourself the most convenient methods for paying your bill! Scan the QR code at right or visit https://eastdaviess.utilitydistrict.com to sign up.
- Tired of receiving a paper bill in the mail? PAPERLESS BILLING will help you save on postage and ensure you'll never have to wait for (or fool with!) a paper bill again.
- Want an easy, safe, and stress-free way to pay your bill? Set it and forget it with AUTOPAY! Autopay allows you to pay automatically on or near the due date!

USAGE COMPARISONS			
Period	Days	Usage	Daily Avg.
Current Billing Period	28	3924877	140174.179
Previous Billing Period	34	26540	780.588
Same Period Last Year	28	65305	2332.321



Stay Informed with Important Updates!
We now offer mass communication through text and email. Sign up through our web portal to receive important information and updates.
How to Sign Up:

- **Visit our web portal at www.eastdaviesscountywater.com or scan the QR Code on the Bill**
- **Click Pay Online**
- **Sign up and register your account to receive notifications via text or email**

Stay connected and informed!

Ashley Morris

From: Ashtyn Gray <[redacted]>
Sent: Thursday, March 5, 2026 12:26 PM
To: Ashley Morris
Cc: Kasey Emmick
Subject: Yellow Banks ([redacted])
Attachments: Yellow Banks - Leak .pdf

You don't often get email from [redacted]. Learn why this is important

[External] This email originated from outside your organization. Use caution before clicking links, opening attachments, or responding.

Ashley,

I have attached the documentation regarding the leak at service address 5965 U.S. 60 East.

The leak adjustment is also included in the attached document.

Current Balance: $27,657.46
Leak Adjustment: -$5096.97
New Balance (pending customer approval): $22,560.49

If there are any questions, please contact our office.

Thank you,
Ashtyn Gray
[redacted]