FOR: Garrison, Kentucky

PSC KY NO._____

Original_____SHEET NO. _____

Garrison Quincy Water District
(NAME OF UTILITY)

CANCELLING PSC KY NO._____

Garrison Quincy Water District
Wastewater Division
Of
Garrison, Kentucky 41141

Rates, Rules and Regulations for Furnishing
Sewer Service
At
Garrison, Kentucky

Filed with the Public Service Commission
Of Kentucky

Issued: _____ **Effective:**_____

DATE OF ISSUE 01-26-2012
MONTH / DATE / YEAR

DATE EFFECTIVE_____
MONTH / DATE / YEAR

ISSUED BY John Pierce
SIGNATURE OF OFFICER

TITLE Manager

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

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
4/1/2012
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR: Garrison, Kentucky

PSC KY NO._____

Original _____SHEET NO. _____

Garrison Quincy Water District
(NAME OF UTILITY)

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I. CLASSIFICATION OF Service
- A. Minimum Monthly Rate
- B. Rates for Usage in addition to Minimum Charge
- C. Deposits
- D. "Tap On" Charges
- E. Special Non-Recurring Charges

II. RULES AND REGULATIONS
1. Additional Rules and Regulations
2. Application for Service
3. Discontinuance of Service by District
4. Points of Delivery
5. Termination of Contract by Customer
6. Applicant's Service Line
7. Right of Access
8. Billing and Related Information
9. Connection to Sanitary Sewer
10. Grease and Oil Traps
11. Interruption of Service
12. Additional Loads
13. Notice of Trouble
14. Non-standard Service
15. Scope
16. Pump Station or Manhole Cover Removal
17. Applicant's Liability
18. Commercial or Industrial Sewage
19. Examination of Commercial/Industrial Sewage
20. Damage to District's Sewer System
21. Sanitary Sewer Extension
22. Approval of Extension
23. Inspection

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24. Customer's Responsibility to District's Property
25. Sewer Fluctuation Caused by Customer/Applicant
26. Relocation of Sewer Facilities
27. Revisions
28. Conflict
29. Sewer Line Infiltration
30. Special Nonrecurring Charges
31. Electrical Connections
32. Legal Disclaimers
33. Leak Adjustment Policy

III. ATTACHMENTS

A. Residential Contract for Wastewater Services
B. Commercial/Industrial Contract for Wastewater Services
C. Guidelines for Low Pressure Sewage Systems
D. Sample Bill

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CLASSIFICATION OF SERVICES

Customers who are single residential, commercial, wholesale and industrial users with normal strength wastewater have the following service charge system:

A. Monthly Sewer Rates:

A. First 2,000 Gallons	$22.00 Minimum Bill
B. Over 2,000 Gallons	$11.00 per 1000 Gallons

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CLASSIFICATION OF SERVICES

C. Deposits:

The District reserves the right to require that a nominal amount be placed on deposit with the District for the purpose of establishing or maintaining any customer's credit. The amount of this deposit is **$60.00**. Upon payment of deposit, the District shall issue a Receipt of Deposit to the customer showing the name of the Customer, the location of the initial premises occupied by the customer, and the date and the amount of the deposit. The District may require a deposit in addition to the initial deposit if the customer's classification of service changes or if there is a substantial change in usage. Interest will accrue on all deposits at the rate prescribed by law beginning on the date of deposit. Interest accrued will be refunded to customer or credited to the customer's bill on an annual basis. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of the deposit or the date of the last interest payment date, the payment or credit shall be on a prorated basis. Deposits may be waived for a customer showing satisfactory credit or payment history with the following criteria being considered: (a) Whether the customer owns the property to be served; (b) Whether another customer with a good payment history is willing to sign as a guarantor for an amount equal to the required deposit. Deposits will be refunded to customers after 18-months if the customer has established a satisfactory payment history or upon termination of service.

D. "Tap On" Fees:

Single Residential (Single Family)..... $600.00

All Other: Commercial/Industrial $600.00

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Note: Homeowner is responsible for purchasing from the Water District all materials, grinder pump station and all other appurtenances needed for a sewer connection onto their property. Installation of grinder pump station, electrical components and all other appurtenances will be accomplished by a contractor that has been certified by an E-One representative recommended by the Water District.....$5600.00

Note: Any extra depth requirements and rock which cannot be excavated by normal means (backhoe, etc.) and any additional length of service lateral will be at cost.

***Note:** Requirement for any additional equipment and/or appurtenances.

CLASSIFICATION OF SERVICES

E. Special Non-Recurring Charges

Connection/Turn-on Charge	$15.00
Connection/Turn-on Charge (After Hours	$ 25.00*
Field Collection Charge	$15.00
Late Payment Penalty	10%
Relocation Charge	Actual Cost
Re-connection Charge	$30.00
Re-connection Charge (After Hours)	$40.00*
Returned Check Charge	$30.00
Service Call/Investigation	$15.00
Service Call/Investigation (After Hours)	$25.00*

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*Note: Regular working hours for the Utility's Maintenance Staff is 8:00 a.m. to 4:00 p.m. Monday through Friday, excluding holidays. Upon customer request, and subject to availability of Maintenance Staff, services may be performed outside regular working hours at the after hours rate.

RULES AND REGULATIONS

The following are rules and regulations of the Garrison Quincy Water District Wastewater Division. These rules and regulations are subject to change by the District at any time, subject to the approval of the Public Service Commission.

1. **Additional Rules and Regulations:** These rules and regulations are in addition to the rules of the Kentucky Public service commission.

2. **Application for Service:** Each prospective customer desiring sewer service will be required to sign the District's Standard Contract for Wastewater Service before service is supplied by the District.

3. **Discontinuance/Termination or Refusal of Service by District:**
   A. District may refuse to connect or may discontinue service for noncompliance with District or Public Service Commission Rules and Regulations, for violations of any of the provisions of the Schedule Rates and Charges, or of the application of customer or contract with customer.

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B. For nonpayment of bills: The District may terminate service for nonpayment of charges incurred for District services. The District may terminate service only after five (5) days written notice of termination is provided, and after twenty (20) days have elapsed since the mailing date of the original unpaid bill.

1. When advance termination notice is required, the termination notice shall be mailed or otherwise delivered to the last known address of the customer. The termination notice shall be in writing, distinguishable and separate from any bill. The termination notice shall plainly state the reason for termination, that the termination date will not be affected by receipt of any subsequent bill, and that the customer has the right to dispute the reasons for termination.

C. For refusal of access: When a customer refuses or neglects to provide reasonable access to the premises for installation, operation, maintenance, or removal of District property. Such action will be taken only when corrective action negotiated between the District and customer has failed to resolve the situation.

D. For illegal use or theft of service: The District may discontinue service to a customer without advance notice if it has evidence that a customer has obtained unauthorized service by illegal use or theft. This right of termination is separate from and in addition to any other legal remedies that the District may pursue.

E. Unapproved extensions and/or additions: Any extension or additions to an existing service connection that have not been approved by the District will be considered theft of service, and will constitute grounds for termination of service.

F. Misrepresentation: Any misrepresentation in the application or contract as to the property or fixtures to be connected to the sewer will constitute grounds for termination of service, and the customer shall be liable for any damage to any of the District's facilities or equipment.

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G. Failure to report changes: Failure to notify the District of additions to the property or fixtures to be connected will constitute grounds for termination of service.

H. The discontinuance of service by the District for any causes as stated in this rule does not release the customer from his/her obligation to the District for the payment of minimum bills as in application of the customer's contract.

4. Point of Delivery: The point of delivery is the point as designated by the District, on the customer's premises where the District's sewer pump station or manhole is connected to the customer's service line. All sewer lines beyond this point of delivery shall be provided and maintained by the customer at no expense to the District.

5. Termination of Contract by Customer: Customers who have fulfilled their contract terms and wish to discontinue service must give at least three (3) days written notice to that effect, unless contract specified otherwise. Notice to discontinue service prior to expiration of contract term will not relieve customer from any minimum or guaranteed payment under any contract or rate.

6. Applicant's Service Line: It is understood that the applicant will at his/her own expense pay for the actual physical connection from his/her line to the District's pump station. The applicant's service line to be installed by homeowner or by a licensed plumber and the work must be inspected by the authorized plumbing inspector and an authorized representative of the District before the line is backfilled. The customer and/or installer making a connection to the sewer/grinder pump shall hold the District harmless from any loss or damage that may directly or indirectly affect the customer's system by connecting to the District's system.

7. Right of Access: The applicant must agree to permit the District to lay , maintain, repair, or remove such sewer line which is the property of the District located on the applicant's property. The District's duly authorized representative and/or other duly authorized employee of the State Health Department bearing proper credentials and identification shall be permitted

to enter upon all properties for the purpose of inspection, observation, measurement, sampling, testing, in accordance with the provisions of these Rules and Regulations.

8. Billings and Related Information: Billing of sewer service will be based on the customer's water usage for the same billing period. No free sewer service shall be allowed or permitted.

A. Information on Bills: Each bill issued by the District will clearly show the following, if applicable: class of service, present and past preceding meter readings for water usage; date of present reading; number of units consumed; net amount for services rendered(water and/or sewer)(the sewer portion will be preceded with "SWR"); all taxes; any adjustments; and the gross amount of the bill. The date after which a late payment penalty applies to the gross amount will also be indicated. Estimated or calculated bills will be distinctly marked as such.

B. Rate Schedule: The rate schedule under which the bill is computed will be furnished under one (1) of the following methods:

1. By printing it on the bill
2. By publishing it in a local newspaper once year
3. By mailing it to each customer each year
4. By providing a copy on request of customer

C. Related Information:

1. Bill and notices related to the District's business will be mailed to the customer at the address listed on the *Contract for Wastewater Services* unless a change of address has been filed with the District in writing. The District will not otherwise be responsible for delivery of any bill or notice nor will the customer be excused from payment of any bill or any performance required in the notice.

2. Wastewater services will be mailed monthly with the water billings

3. Bills are payable and due on the date of issuance

4. Payment must be received, not postmarked, before the close of business on the fifteenth (15th) of the month, otherwise, the delinquent bill will be assessed the late payment penalty. The late payment penalty will be assessed on the delinquent amount of the bill, less taxes and any prior penalty amounts. The penalty may be assessed only once on any bill for rendered services,

9. Connection to Sanitary Sewer: No connection to the sanitary sewer mains shall be made except by an employee or representative of the District.

10. Grease and Oil Traps: Service stations, restaurants, and others who discharge grease, oil and other contaminants shall be required to install approved grease and oil traps or other acceptable methods of removal before the sewage enters the sanitary sewer system.

11. Interruption of Service: The District will use reasonable diligence in supplying sewer service, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from interruptions in service, sewage stop-ups, or otherwise unsatisfactory service, whether or not caused by negligence.

12. Additional Load: The service connection supplied by the District for each customer has a definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of the Water District. Failure to give notice of additions or changes in load, and to obtain the District's consent for same, shall render the customer liable for any damage to any of the District's lines or equipment caused by the additional or changed installation.

13. Notice of Trouble: Customer shall notify the District immediately should the service be unsatisfactory for any reason, or should there be defects, troubles or accidents affecting the sewage. Such notices, if verbal, should be confirmed in writing.

15. Scope: This Schedule of Rules and Regulations is apart of all contracts for receiving sewer service from the District, and applies to all services received from the District, whether the service is based upon contract, agreement, signed application or otherwise. A copy of this schedule shall be kept open to inspection at the office of the District.

16. Pump Station or Manhole Cover Removal: No person shall cause to be discharged or remove any pump station or manhole cover to permit any storm water, ground water, roof run-off, sub-surface drainage (includes sump pumps), cooling water, or unpolluted industrial process wastes into the sanitary sewer.

17. Applicant's Liability: No person shall discharge or cause to be discharged into the sewer, any harmful waters or wastes, whether liquid, solid, or gas, causing obstruction to the flow in sewers, damage or hazards to structures, equipment and/or personnel of the sewage works, or other interferences with the proper operation of the sewage works. Applicants who discharge or causes to be discharged any harmful waters or waste into the sewer shall be held liable for damages.

18. Commercial or Industrial Sewage: Prior to the admission into the sanitary sewers of any waters or waste having harmful or objectionable characteristics they shall be reviewed and approved by the District. The customer shall provide at his/her expense such preliminary treatment as may be necessary to treat these wastes prior to discharge to the sanitary sewer. Plans, specifications, and any other pertinent information relating to the proposed preliminary treatment facilities shall be submitted for the approval of the District, and the State Board of Health and no construction of such facilities shall be commenced until the approval is obtained in writing. Where preliminary treatment facilities are provided for any waters or wastes, they shall be maintained in satisfactory and workable operation by the customer at his/her expense.

19. Examination of Commercial and/or Industrial Sewage: When required by the District the customer who treats or creates industrial/commercial wastes shall install and maintain at his/her expense a suitable control manhole/sample station in the sewer service line to facilitate observation, sampling, and measurement of the wastes. All waste shall be determined in

accordance with Ten States Standard's "*Standard Methods for the Examination of Water and Sewage*", and shall be determined at the control manhole/sample station and upon suitable samples taken at the control manhole/sample station.

20. Damage to District's Sewer System: 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 District's sewage works. Any person violating this provision shall be subject to immediate arrest and discontinuation of water and/or sewer service.

21. Sanitary Sewer Extensions: If no sewer service is available at the point service is desired, the applicant can pay for extending the sewer main in accordance with the construction specifications of the District. The applicant must obtain the District's written approval of all sewer plans before any construction is performed. The applicant must also

obtain all approvals from local, state and any other agency/authority having jurisdiction. The District will perform construction inspections while all work is being performed. No connection to the sewer will be made along the extended section of the sewer until all engineering (including as-built plans), inspection, and connection fees and charges are paid in full. The applicant shall pay all construction costs and design engineering in addition to reimbursing the District for inspection services.

22. Approval of Extension: All plans shall meet the District's designated standards and be approved by the District before any work is performed. Also, plans and specifications shall be approved by the Kentucky Division of Water and all other local, state, or federal agencies having jurisdiction over the work to be performed before construction begins. Upon approval and acceptance into the District's sewer system, the contractor/developer must warrant all materials and workmanship for one (1) year. The District may make needed repairs and replace defective equipment during the warranty period at which time the contractor/developer will be billed at the District's costs. The District will require bond for the warranty period. Bond will be for a one year period on the Customer's property.

will be billed at the District's costs. The District will require bond for the warranty period. Bond will be for a one year period on the Customer's property.

23. Inspection: The District shall have the right, but shall not be obligated, to inspect any installation before sewer is introduced or at any later time, and reserves the right to reject any sewer construction not in accordance with the District's standards; but such inspection or failure to inspect or reject shall not render the District liable or responsible for any loss or damage resulting from defects in the installation, or from violation of the District's rules, or from accidents which may occur upon applicant's premises.

24. Customer's Responsibility for District's Property: Equipment furnished by the District shall be, and remain the property of the District. Applicant shall provide a space for and exercise the proper care to protect the property of the District on its premises; and, in event of loss or damage to the District's property arising from neglect of the customer to care for same, the cost of the necessary repairs or replacements shall be paid for by the applicant/customer.

25. Sewer Fluctuation Caused by Applicant: Sewage service must not be used in such a manner as to cause unusual fluctuations or disturbances to the District's system. The District may require the applicant, at his own expense, to install suitable apparatus which will reasonably limit such fluctuations.

26. Relocation of Sewer Facilities: The District may, at the request of customer, relocate or change existing the District-owned equipment. Applicant shall reimburse the District for such changes at actual cost including appropriate overhead.

27. Revisions: These Rules and Regulations are subject to change by the utility at any time. Such changes when effective shall have the same force as the present Rules and Regulations subject to the approval of the Public Service Commission.

28. Conflict: In case of conflict between any provisions of any rate schedule of the Rules and Regulations, the most recent tariff page shall apply.

29: Sewer Line Infiltration: The applicant shall correct or repair his/her sewer service line to eliminate any un-metered water from entering the sewer system within ten (10) days after written notice by the District. Failure to correct the problem after ten (10) days will result in termination of sewer and/or water service.

30. Special Non-Recurring Charges:

A. Connection/Turn-on Charge: Will be assessed for new service turn-on, temporary service, or transfer of service. The charge will not be made for initial installation of service where a connection/tap-on charge is applicable.

B. Field Collection Charge: Will be assessed when an employee/representative of the District collects payment for sewer services in the field.

C. Re-connection of Service Charge: Will be assessed to reconnect service that has been terminated for non-payment of service or for violation of the District or Public Service Commission rules and regulations, and will include the cost of the service trip for both the disconnection and the reconnection.

D. Returned Check Charge: Will be assessed when a customer's check is returned for insufficient funds or any other reason due to the customer's fault.

E. Late Payment Penalty: Will be assessed on the delinquent amount of the bill only.

F. Relocation Charge: Will be assessed when a customer or other authorized person request that a service and/or appurtenance of the sewer system be relocated, changed, or modified. Those requesting a change must reimburse the District for actual costs

G. Service Call/Investigation: Will be assessed when a customer requests the onsite presence of District personnel to investigate a service problem and the problem is the result of the customer's own plumbing facilities beyond the District's delivery point, or not caused by failure of the District's facilities and/or equipment. Any maintenance and repair of facilities beyond the District's delivery point is the responsibility of the customer.

31. Electrical Connection: It is understood that the applicant will pay the cost of all electrical power to operate the grinder pump(s) and accessories. All electrical connections will be made by authorized contractor/representatives of the District. All electrical equipment, wiring and appurtenances remain the property of the District.

32. Legal Disclaimers:

A. The District shall in no event be held responsible for any claims made against it for reasons of system failure or interruption of service. No persons shall be entitled neither to damages nor for any portion of a payment refunded for any system failure or interruption of service which in the opinion of the District is deemed necessary.

B. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any appurtenance or equipment which is a part of the District's system. Any person violating this provision will be subject to immediate arrest and/or discontinuance of water/sewer service and shall pay the cost of repairing and/or replacing the District's facilities.

C. If any loss or damage to the property of the District or any accident or other injury to persons or property is caused by results from the negligence or wrongful action of a customer, members or his/her household, his/her agent or employee, the cost of

necessary repairs or replacements shall be paid by the customers of the District and any liability otherwise resulting shall be that of the customer.

33. Leak Adjustment Policy: After determination of a water leak by District personnel (and that the leak is not entering the sewer system) and upon application of the customer for an adjustment to their sewer account because of the water leak, the District will calculate the customer's average monthly usage over a three month period and reduce the bill(s) to the three month average. No adjustments will be granted for leaks entering the sewer system. This leak adjustment is a one time adjustment per location per customer in a twelve (12) month period.