PSC KY. NO.\_\_\_\_\_1\_\_\_\_

CANCELLING PSC KY. NO.\_\_\_\_\_

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

# EDMONSON COUNTY WATER DISTRICT

OF

# BROWNSVILLE, EDMONSON COUNTY, KENTUCKY

**RATES – CHARGES – RULES - REGULATIONS** 

FOR FURNISHING

WATER SERVICE

IN

# EDMONSON, GRAYSON, HART, & WARREN COUNTIES

FILED WITH THE

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PUBLIC SERVICE COMMISSION

OF

KENTUCKY

DATE OF ISSUE	06/27/2018 Month / Date / Year	
DATE EFFECTIVE O7/01/2018 ISSUED BY (Stenature of Officer) TITLE Chairman		
	Gwen R. Pinson Executive Director	
	Chairman	- Shwen R. Punson
		EFFECTIVE
		7/1/2018

	AREA Entire Service Area
	PSC KY NO1
	OriginalSHEET NO1
EDMONSON COUNTY WATER DISTRICT (NAME OF UTILITY)	CANCELLING PSC KY NO
	RevisedSHEET NO1

The following are the rules and regulations of the Edmonson County Water District No employee or individual Commissioner of the District is permitted to make an exception to these rules, regulations or rates. These rules and regulations are subject to change by the Water District Commissioners at any time subject to the approval of the Public Service Commission.

### PART I — SERVICE INFORMATION

- A. Upon written request the District will provide its customers or prospective customers such information as is reasonably possible in order that they may obtain safe, efficient and continuous service. The District will inform its customers of any changes made or proposed in the character of its service that might affect the efficiency, safety or continuity of operation.
- B. The District will obtain the approval of the Public Service Commission prior to making any substantial change that would affect its customers.
- C. The District will inform each applicant for service of each type, class, and character of service available at his/her location.
- D. Upon written request the District will provide the following information to any applicant/customer:
  - 1. Characteristics of water.

a. A written description of chemical constituents and bacteriological standards for treated water as required by the Natural Resource Cabinet.

b. A copy of the District's test results for chemical constitutes and bacteriological tests.

2. Rates.

a. A schedule of the District's rates for water service applicable to the service to be rendered to the customer.

3. Reading Meters.

a. The District will provide information of the method and time of reading meters.

4. The District, upon written request, will provide a customer past meter readings and usage for a period of the last twenty-four (24) months.

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DATE EFFECTIVE _	MONTH / DATE / YEAR 07/01/2018 MONTH / DATE / YEAR	Gwen R. Pinson Executive Director
ISSUED BY	SIGNATURE OF OFFICER	EFFECTIVE
TITLE	Chairman	7/1/2018
BY AUTHORITY OF C	RDER OF THE PUBLIC SERVICE COMMISSION	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO	DATED	

	AREAEntire Service Area
	PSC KY NO1
	OriginalSHEET NO2
EDMONSON COUNTY WATER DISTRICT (NAME OF UTILITY)	CANCELLING PSC KY NO
	Revised SHEET NO. 2

## PART II— GENERAL RULES AND REGULATIONS

- A. All taps and connections to the mains of the District shall be made by and/or under the direction and supervision of District personnel.
- B. Applications for Service. Application for various services provided by the District shall be made using the following forms according to the type and nature of the service requested. Attached in Section XII Forms. For new retail customers of the Water District the minimum bill shall be payable for twelve (12) months even if no water is used.
  - 1. Water Service Contract
    - a. Residential 5/8" x 3/4"
    - b. Meters Larger than 5/8" x 3/4"
  - 2. Easements
  - 3. Membership Receipt
  - 4. Automatic Withdrawals for Payment
  - 5. Line Extension Agreement
  - 6. Water Hydrant Agreement
- C. Water service may be discontinued by the District for the violation of any rule, regulation, or condition of service, including, but not limited to the following prohibited acts:

1. Misrepresentation in the application or contract as to the property or fixtures to be supplied or additional use to be made of water.

2. Failure to report to the District additions to the property or fixtures to be supplied or additional use to be made of water.

3. Resale of water.

4. Waste or misuse of water due to improper or imperfect service pipes and/or failure to keep said pipes in suitable state of repair.

5. Tampering with meter, meter seal, service, or valves or permitting such tampering by others.

6. Connections, cross-connections, or permitting the same, of any separate water supply to premises which receive water from the District.

7. Non-payment of bills.

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DATE EFFECTIVE	07/01/2018 MONTH / DATE / YEAR	Gwen R. Pinson Executive Director
ISSUED BY	SGNATURE OF OFFICER	Steven R. Punson
TITLE	Chairman	EFFECTIVE 7/1/2018
BY AUTHORITY OF OF	RDER OF THE PUBLIC SERVICE COMMISSION	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO	DATED	

AREA	Entire Service Area
	PSC KY NO. 1
	1st Revised SHEET NO3
EDMONSON COUNTY WATER DISTRICT	CANCELLING PSC KY NO <u>1.</u>
(NAME OF UTILITY)	Original SHEET NO. 3

- D. Each customer of the District shall be required to pay a membership fee in the amount of \$25.00 which shall remain on deposit with the District until service is terminated. All such membership fees shall bear interest at a rate that is negotiated annually with the bank that is the depository for the membership account. The membership fee plus interest shall be credited to the customer's account when service is terminated. Any credits due the customer after final charges have been paid will be mailed to the last address on record. If there is a credit balance of less than \$1.00, no refund shall be mailed. Any unclaimed amounts will be turned over to the state in accordance with it Unclaimed Property laws and regulations. An owner of property may keep the membership deposit with the District for the purpose of returning the water service to owner if the tenant requests the service to be terminated. The owner will be responsible for the water usage from and after the date of the request.
- E. Any customer desiring to discontinue the water service to his premises for any reason must give notice of discontinuance at the business office of the District in writing; otherwise a customer shall remain liable for all water used and service rendered by the District until said notice is received by the District Form "A" (T)
- F. Bills and notices relating to the conduct of the business of the District will be mailed or emailed (in the case of e-bill customers) to the customer at the mailing address or email address listed on the user's agreement unless a change of address has been filed with the District in writing or through the E-bill enrollment form and the District shall not otherwise be responsible for delivery of any bill or notice nor will the customer be excused from the payment of any bill or any performance required in said notice.
- G. Billing and Disconnect:

1.Bills for water service are due and payable at the office of the District or to any designated agent on the date of issue. Bills will be mailed once each month. Meters that are installed twenty (20) days or more before the latest bill date of each billing cycle will receive a water bill the first month with other customers billed the following month. The Water District shall read the meters for the first billing cycle of the month between the 2nd and 15th of each month and the meters for the second billing cycle of the month between the 17th and last day of the month. Bills shall be mailed within five days after the close of the reading cycle. The past due date shall be the 28th for bills mailed for the 15th of the month cycle and the 13th for bills mailed for the last day of the month cycle. Bills must be received in the office by the close of a business day to receive the discounted rate. If the due date should fall on a day when the District Office is closed, then the due date shall be the immediate next business day. All wholesale and retail customers shall pay a ten percent (10%) penalty if the bill is not paid by the discount date.

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

DATE OF ISSUE		
DATE OF 1550L	MONTH / DATE / YEAR	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	November 24, 2022 MONTH / DATE / YEAR	Linda C. Bridwell
ISSUED BY	/s/ Jimmy Mills SIGNATURE OF OFFICER	Executive Director
TITLE	Chairman	Thide 6. Andwell
BY AUTHORITY OF OR IN CASE NO.	DER OF THE PUBLIC SERVICE COMMISSIONDATED	EFFECTIVE 11/24/2022

	AREA Entire Service Area
	PSC KY NO. 1
	2nd Revised SHEET NO. 4
EDMONSON COUNTY WATER DISTRICT	CANCELLING PSC KY NO 1.
(NAME OF UTILITY)	1st Revised SHEET NO. 4

Wholesale customer meters will be read and mailed the last workday of the month with the due date being the 10th of the following month. The disconnect date for wholesale customers shall be the 30th day of the month that bill is due.

2. Whenever rates and charges remain unpaid after the due date, the District shall serve the delinquent customer a written final notice of said delinquency. The delinquency notice will be mailed for each billing cycle between five (5) and ten (10) days after the billing cycles due date, with the date of disconnect to be ten (10) days after the notice was mailed. If a delinquent bill is not paid within ten (10) days after date of such final notice, the water supply to any delinquent customer shall be discontinued without further notice, and not reconnected until all delinquent charges, including penalty and reconnect fees are paid in full.

3. The District shall not serve a delinquent customer a notice of delinquency for any amount that is less than the minimum bill plus other approved charges (16.40 + 0.49 + 1.64 = 18.53 + sales tax (if due)) or to any customer that has only a penalty amount delinquent Said customer will not be

- disconnected.
- H. Where the water supply to a delinquent customer has been disconnected by request or for non-payment of a delinquent bill, a charge in accordance with the Reconnect Charges herein contained will be made for reconnection of water service and re-connection shall not be made until the requirements of these rules and regulations have been complied with. The Water District will choose the method of termination of service that it deems best for each customer location.
- I. Deleted
- J. The Great Onyx Job Corps Center is read by The District during its normal billing cycle. The disconnect <sup>(T)</sup> date will be the 30th of the following month.
- K. The District reserves the right to request a nominal sum to be placed on deposit with the District for the purpose of establishing or maintaining any customer's credit.
- L. All meters shall be installed, renewed, and maintained at the expense of the District, but the District reserves the right to determine the size and type of meter used.
- M. Upon written request of any customer, the meter serving said customer shall be tested by the District. If the meter tests within 2% accuracy, than the customer will be required to pay a test fee of \$10.00 provided the meter has been tested within the 10 years as required by the PSC. If a meter is inaccurate in excess of 2%, adjustments shall be made in accordance with the regulations of the Public Service Commiss

DATE OF ISSUE		
	MONTH / DATE / YEAR	
DATE EFFECTIVE	November 24, 2022	
=	MONTH / DATE / YEAR	
ISSUED BY	/s/Jimmy Mills	
	SIGNATURE OF OFFICER	
TITLE	Chairman	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION		
IN CASE NO.	DATED	

KENTUCKY PUBLIC SERVICE COMMISSION	
Linda C. Bridwell Executive Director	
Ande G. Budwell	
EFFECTIVE	
11/24/2022	
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

	AREA Entire Service Area
	PSC KY NO1
	OriginalSHEET NO5
EDMONSON COUNTY WATER DISTRICT (NAME OF UTILITY)	CANCELLING PSC KY NO.
	RevisedSHEET NO5

- N. Where a meter has ceased to register, or a meter reading could not be obtained, the quantity of water consumed will be based upon an average of the prior twelve (12) months' consumption and the conditions of water service prevailing during the period in which the meter failed to register. If usage records are not available for an entire twelve (12) month period, the water bill will be estimated using the average usage of similar customers for the prior twelve (12) month period, subject to an upward or downward adjustment once a twelve (12) month average of actual meter readings can be calculated.
- O. The District shall make all reasonable efforts to eliminate interruptions of service when such interruptions occur will endeavor to re-establish service with the shortest possible delay. When the service is to be interrupted all consumers affected by such interruption will be notified in advance whenever it is possible to do so.
- P. The District shall in no event be held responsible for any claims made against it by reason of the breaking of any mains or service pipes or by reason of any other interruption of the supply of water caused by the failure of machinery or stoppage for necessary repairs. No persons shall be entitled to damages nor for any portion of a payment refunded for any interruption of service which in the opinion of the District may be deemed necessary.
- Q. Customers having boilers and/or pressure vessels receiving a supply of 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 in case the water supply from the District is discontinued or interrupted for any reason with or without notice.
- R. The premises receiving a supply of water and all service lines, meters and fixtures including any fixtures within said premises, shall at all reasonable hours be subject to inspection by the District should the District have reason to believe that unauthorized use of water is occurring.
- S. Piping on the premises of a customer must be so installed that connections are conveniently located with respect to the District lines and mains. The customer shall provide a place for metering which is unobstructed and accessible at all times.
- T. The customer's service line shall be installed and maintained by the customer at his own expense in a safe and efficient manner and in accordance with the District rules and regulations and with the regulations of the Office of Housing, Building & Construction Division of Plumbing.
- U. If any loss or damage to the property of the District or any accident or other injury to persons or property is caused by or results from the negligence or wrongful action of the customer, members of his household. his agent or employee the cost of the necessary repairs or replacements shall be paid by the customer to the District and any liability otherwise resulting shall be that of the customer.

DATE OF ISSUE	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	Gwen R. Pinson Executive Director
ISSUED BY	Shwen R. Punson
TITLEChairman	EFFECTIVE 7/1/2018
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	

	AREA Entire Service Area
	PSC KY NO1
	First Revised SHEET NO. 6
Edmonson County Water District	CANCELLING PSC KY NO. 1
(NAME OF UTILITY)	Original SHEET NO. 6

- V. Water furnished by the District may be used for domestic consumption by the customer, member of his household and employees only. The customer shall not sell the water to any other person.
- W. All customers shall grant or convey or shall cause to be granted or conveyed to the District a perpetual easement and rights of way across any property owned or controlled by the customer wherever said easement or right of way is necessary for the District water treatment and lines so as to be able to furnish service to the customer.
- X. Complaints may be made to the manager of the system whose decision may be appealed to the Commission of the District in writing within ten days of the decision of the manager, otherwise, the decision of the manager will be final. Each customer shall continue to have the right to appeal any decision of the District to the Public Service Commission in accordance with its regulations.
- Y. A customer who requests service whose property line is over 100 feet from the water main must sign an agreement between the Water District and the property owner (customer) as to what each party will be responsible for. (Copy Attached) This contract was approved by order of the Public Service Commission in 90-114, dated July 9, 1990.
- Z. All new signers are required to submit proof that an inspection permit has been applied for from the appropriate Office of Housing, Building and Construction Division of Plumbing, and such permit must be presented before a meter can be purchased.
- AA. All land owners are responsible for the cost of repairing or replacing any damaged property of the District on their property, if found to be responsible for said damage.
- BB. Subject to the approval of the District or its manager, customers may move meters at their own expense.
- CC. When a customer pays by check and has insufficient funds to cover it, then the District will notify the customer by mail of such return check. The customer will have ten (10) days from date of notice to pay the check amount, plus any late fees now due, or the meter service will be discontinued. If (T) service is discontinued, then the additional reconnect and membership fee will also be due before service will be resumed. When a customer has three (3) returned checks within a calendar year, then the District may require that customer payments be by cash or credit card.
- DD. The Water District will accept automatic withdrawals for payment of bills. The District will provide forms (as required by the Bank) to any customer desiring such service. The customer is responsible for payment until the automatic withdrawals is processed. (Normally sixty (60) days.) If the customer has insufficient funds and the automatic fails to process, then the Water District will notify the customer by mail. The customer will be required to pay within seven (7) days of the date of the notice the amount of the bill, plus any late charges now due, or the meter service will be (T)

DATE OF ISSUE	August 13, 2021 MONTH / DATE / YEAR	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	August 4, 2021 MONTH/DATE/YEAR	Linda C. Bridwell Executive Director
ISSUED BY	/s/Jimmy Mills SIGNATURE OF OFFICER Chairman	Inde C. Andwell
	RDER OF THE PUBLIC SERVICE COMMISSION -00013 DATED August 4, 2021	EFFECTIVE <b>8/4/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	AREA Entire Service Area
	PSC KY NO. 1
	First Revised SHEET NO. 7
Edmonson County Water District	CANCELLING PSC KY NO. 1
(NAME OF UTILITY)	Original SHEET NO. 7

discontinued. If service has been discontinued, then the additional re-connect fee and membership fee will be due before service will be resumed. If customer's bank draft is returned three (3) times within a calendar year, then the Water District may require that customer to pay by cash or credit card.

EE. The Water District will accept the following Credit Cards (MasterCard, Discover, Visa, American Express, Diners & Blanche, and Debit Checking Cards) for payment of the regular water bills including taxes, reconnect charge, membership charge (if not with application for service), meter test charge, service call investigation charge, return check charge, or return bank draft charge. Note the Water District does not accept credit card payments for meter service installation charge or fire and fill hydrant charges. Customers choosing to pay by credit or debit card shall be charged a fee equal to that fee charged to the Water District by the Credit or Debit Card Processing Company. Prior to processing a credit or debit card transaction the Water District shall inform the customer of the fee amount and upon request by the customer, the formula employed to arrive at the amount charged. If on the bill due date an attempt to pay the credit card or debit card is made and the card is declined for any reason, payment is still due in full on that date and will be considered late after that date. All late charges and penalties will be applied, if a customer is paying on our disconnect day and the card is denied, the same rules above apply, in addition to service being disconnected.

#### FF. Water Main Extensions

1. An extension of fifty (50) feet or less to serve an applicant will be made by the District without charge to the applicant who shall apply for and contract to use the service for twelve (12) months or more, in a manner to be determined by the District.

2. An extension of the utility's main to serve an applicant or group of applicants of more than fifty (50) feet per applicant the District will either construct or pay the applicant or group of applicants for fifty feet (50ft) of water mains cost for each applicant that pays the Water District's approved "tap on fee" at the beginning of construction. The extension will be done in a manner established by the District and according to the District Plans and Specifications for both material and installation. Copy of Extension Contract attached in Section Part XII Forms.

DATE OF ISSUE	August 13, 2021 MONTH / DATE / YEAR	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	August 4, 2021 MONTH / DATE / YEAR	Linda C. Bridwell Executive Director
ISSUED BY	/s/Jimmy Mills SIGNATURE OF OFFICER	Lide & Andwell
TITLE	Chairman	Thde G. Athalines
BY AUTHORITY OF OF IN CASE NO <u>2021-</u>	RDER OF THE PUBLIC SERVICE COMMISSION 00013 DATED August 4, 2021	EFFECTIVE <b>8/4/2021</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	AREA <u>En</u> t <u>idServic eArea</u>
	PSC KY NO1
	Original SHEET NO. <u>7A</u>
EDMONSON COUNTY WATER DISTRICT (NAME OF UTILITY)	CANCELLING PSC KY NO

FF. Water Main Extensions (continued)

<u>3. Water Line Extension.</u> An applicant desiring to extend the District's facilities to serve a proposed development or any other area will be required to pay the entire cost of the extension. An agreement for facility extensions must be executed by the applicant, a copy of which is provided as Form I-A.

The extension agreement provides for reimbursement to the applicant who paid for the extension (Nervein called the Developer) in an amount equal to one-half of the tap-on fee for each meter connected directly to the subject extension. The reimbursement shall be paid for a period of ten (10) years from the date of the agreement but in no event shall the reimbursement be for more than the cost of the water line extension. Since this reimbursement amount is approximately equal to the cost of 50 feet of water main, this refund method is established in lieu of the District extending the main 50 feet without charge for each meter connected.

Individual service applications connected to such an extension will be in accordance with the District's approved tariffs.

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DATE OF ISSUE	Sep_ember 27, 2022 MONTH / DATE / YEAR	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE _	January 1, 2023 MONTH / DATE / YEAR	Linda C. Bridwell Executive Director
ISSUED BY	/s/ Jimmie Mil.ls SIGNATURE OF OFFICER Chairman	Lude G. Andwell
BY AUTHORITY OF C IN CASE NO	RDER OF THE PUBLIC SERVICE COMMISSIONDATED	EFFECTIVE <b>1/1/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	AREA Entire Service Area
	PSC KY NOI
	OriginalSHEET NO8
EDMONSON COUNTY WATER DISTRICT (NAME OF UTILITY)	CANCELLING PSC KY NO.
	RevisedSHEET NO8

GG. In lieu of receiving a paper bill delivered via the U.S. Postal Service, a customer may request an electronic bill (E-bill) as the preferred method of delivery. The E-bill will be sent to the email address shown on a customer's Application for Service or E-bill Enrollment Form. A customer may enroll for E-billing by submitting a request to the System. It is the customer's reasonability to ensure that the correct email address is on file and up to date. If it becomes necessary to send a Past Due Notice to an E-bill customer, that notice will be delivered by U.S. Postal Service. All other provisions above shall apply to E-bill customers.

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DATE OF ISSUE	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	Gwen R. Pinson Executive Director
ISSUED BYSIGNATURE OF OFFICER	Steven R. Punson
TITLEChairman	EFFECTIVE 7/1/2018
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

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	AREA Entire Service Area
	PSC KY NO1
	OriginalSHEET NO9
EDMONSON COUNTY WATER DISTRICT (NAME OF UTILITY)	CANCELLING PSC KY NO.
	RevisedSHEET NO9

### PART III—FIRE PROTECTION

#### A SECTION ONE: FIRE SPRINKLER SYSTEMS:

1. The Water District will permit the installation of fire Sprinkler System provided that the following requirements are met:

a. A professional engineer with a Kentucky registration must certify that the flow rate is sufficient to meet the legal requirements for said system.

b. The total cost of installation including the engineer's certification shall be paid by the customer in lieu of a tap on fee charge.

c. No domestic water shall be used from the fire sprinkler line unless the line is tapped and a meter installed for such use.

2. The fire sprinkler main line, valves and appurtenances to the valve past the domestic meter shall become the property of the water district. The water main from the valve past the domestic meter, any appurtenances attached thereto and the fire sprinkler system shall be owned by the customer and must be properly maintained. If the customer fails to maintain said system, the water district shall have the right to discontinue service and notify the fire chief of the district within which the premises is located, the casualty insurance carrier, and the owner of the premises of said discontinuance. It shall be the responsibility of the customer to keep the water district notified of the name and address of the casualty insurance carrier.

3. If a fire occurs and the sprinkler system uses water, then the local fire department will estimate the number of sprinkler heads, time and rate of flow and submit the estimation to the water district. The water district will bill the customer for the amount of water used according to the water district's standard water rate in effect on the date of the fire and as previously approved by the Public Service Commission.

4. The water district does not guarantee a water supply including the supply to the customer's fire protection system at any particular flow rate or pressure. The fire flow may vary depending on other water demands on the system, various water facility limitations or other circumstances, including, but not limited to, water main line breakage, pump failure, power failure, etc. The customer will indemnify and hold harmless the water district and its employees from and against all claims,

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ISSUED BY	Steven R. Punson
TITLEChairman	EFFECTIVE 7/1/2018
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NODATED	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	AREA Entire Service Area	
	PSC KY NO1	
	OriginalSHEET NO10	
JNTY WATER DISTRICT NAME OF UTILITY)	CANCELLING PSC KY NO.	
	Revised SHEET NO. 10	

damages, losses and expenses incurred as a result of insufficient water supply or deficient system facilities.

5. The fire sprinkler system tap on fee shall be the actual cost of installation and any professional fees and expenses.

#### B. SECTION TWO: HYDRANTS

EDMONSON COU

1. Fire Hydrants: The water district will install fire hydrants on six (6") inch lines or larger for fire departments or others provided the water district is paid the special installation charge as in effect on the date of application in the district's tariffs, and that the total cost of installation including the engineer's certification that the flow rate from the hydrant will meet the requirements of the regulations of the Kentucky Public Service Commission.

a. New Fire Hydrants:

1. A new fire hydrant will not be installed unless:

a. A professional engineer with a Kentucky registration has certified that the system can provide a minimum fire flow of 250 gallons per minute, and

b. The system supporting this flow has the capability of providing this flow for a period of not less than two (2) hours plus normal domestic consumption at the maximum daily rate.

2. The hydrants may be installed by the water district or the water district may obtain a contractor for the installation.

### b. Previously Installed Fire Hydrants:

1. Fire Hydrants installed on six inch (6") or larger line prior to the approval date by the PSC of preceding rules and regulations, that have a fire flow rate that meets applicable PSC regulations.

a A professional engineer with a Kentucky registration shall certify that the existing system can provide a minimum flre flow of 250 gallons per minute, and

b. The system supporting this flow has the capability of providing this flow for a period of not less than two (2) hours plus consumption at the maximum daily rate.

2. Such hydrants will be identified by color code and the fire departments advised in writing of the fire hydrant locations.

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DATE EFFECTIVE	07/01/2018	Gwen R. Pinson Executive Director
ISSUED BY	SIGNATURE OF OFFICER	Shwen R. Punson
TITLE	Chairman	EFFECTIVE 7/1/2018
BY AUTHORITY OF ORDE	R OF THE PUBLIC SERVICE COMMISSION	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO	DATED	

	AREA Entire Service Area
	PSC KY NO1
	OriginalSHEET NO11
EDMONSON COUNTY WATER DISTRICT	CANCELLING PSC KY NO.
(NAME OF UTILITY)	Revised SHEET NO. 11

3. Fire hydrants installed on six inch (6") line or larger prior to the approval date by the PSC of preceding rules and regulations, that have a flow rate of less than two hundred fifty (250) gallons per minute at twenty (20) PSI residual pressure will be identified by color code and the fire departments advised in writing of the fire hydrant location. These hydrants are to be used as fill hydrants only.

c. Use of Fire Hydrants: Fire hydrants are to be used and operated only for fighting fires and training by fire departments.

2. Fill Hydrants: The water district will install fill hydrants on three (3") inch, or larger mains that do not otherwise meet the fire flow criteria, for fire departments or others provided the water district is paid the special installation charge as in effect on the date of application in the district's tariffs.

a. A fill hydrant is a hydrant installed prior to the original approval date by the PSC of these rules and regulations, which was to be used to fill fire trucks by gravity flow only and were installed on four (4") lines or larger lines if the lines do not meet the required fire flow. These hydrants will be identified by color code and the fire departments advised in writing of each such hydrant's location.

b. While fill hydrants are provided as a service to the public within the water district's service area, and because of the potential for damage to the water district's system and then un-metered use of water, these hydrants are only to be used and operated for fighting fires and training by fire departments.

3. As a service to the public within its service area, the water district will provide water to fight fire free of charge not to exceed one hundred thousand (100,000) gallons per fire. In the event that more than one hundred thousand (100,000) gallons are used in fighting a fire, the owner of the property where the fire occurs shall pay for all of the water used in accordance with the water district's standard water rate in effect on the date of the fire and approved by the PSC.

4. Hydrants shall not be used by any contractor, property owner, governmental agency, individual or others to service water for any purpose. The use of a hydrant by anyone other than properly authorized fire department personnel for fighting a fire or training, or by a representative of the water district, shall be considered as "theft of service" and prosecuted in accordance with the laws of the Commonwealth of Kentucky.

MONTH / DATE / YEAR	
DATE EFFECTIVE	
ISSUED BY	~
TITLE EFFECTIVE T/1/2018	
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION PURSUANT TO 807 KAR 5:011 SECTION 9 (1) IN CASE NO. DATED	

	AREA Entire Service Area
	PSC KY NO1
	OriginalSHEET NO12
EDMONSON COUNTY WATER DISTRICT (NAME OF UTILITY)	CANCELLING PSC KY NO.
	Revised SHEET NO. 12

5. The fire departments utilizing fire hydrants or fill hydrants connected to the water district's water main shall maintain a record of any water used. The fire department will report the date and gallons used to the water district by the fifth (5th) of the month for the preceding month. Forms will be provided by the water district and the fire departments shall report even if there is no usage. Pursuant to regulations of the Public Service Commission, failure to timely file the required report by a fire department shall result in a penalty of \$1.00 for each such failure.

6. The water district does not guarantee a water supply including the supply to the customer's fire protection system at any particular flow rate or pressure. The fire flow may vary depending on other water demands on the system, various water facility limitations or other circumstances (including but not limited to water main line breakage, pump failure, power failure, etc.) The customer will indemnify and hold harmless the utility and its employees from and against all claims, damages, losses, and expenses incurred as a result of insufficient water supply or deficient system facilities.

7. Fees and Charges:

Fire Hydrant installation fee - \$200.00, plus actual cost. Fill hydrant installation fee \$175.00, plus actual cost.

8. Fire Departments:

A fire department is defined as: Any municipal fire department, fire protection district fire department or volunteer fire department, which does not receive public funds from the Commonwealth of Kentucky, or any political subdivision thereof for the purpose of offsetting fifty percent (50%) or more of its operational expenses.

9. A copy of the fire/fill hydrant contract is attached in section Part XII Forms.

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DATE OF ISSUE	06/27/2018 MONTH / DATE / YEAR	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	07/01/2018 MONTH / DAJE? YEAR	Gwen R. Pinson Executive Director
ISSUED BY	SKNATURELOF OFFICER	Shwen R. Punson
TITLE	Chairman	EFFECTIVE 7/1/2018
BY AUTHORITY OF ORI	DER OF THE PUBLIC SERVICE COMMISSION	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO	DATED	

	AREA Entire Service Area
	PSC KY NO1
	OriginalSHEET NO13
EDMONSON COUNTY WATER DISTRICT (NAME OF UTILITY)	CANCELLING PSC KY NO.
	Revised SHEET NO. 13

### PART IV—LEAK ADJUSTMENTS.

A. Leak Adjustment — Any retail customer of the Water District who has a leak may request an adjustment on the water bill:

Provided That:

That there has not been a previous adjustment due to leaking within a sixty (60) month period. A customer may request one leak adjustment within a sixty (60) month period. Any leak that a customer chooses to pay for shall not be considered for an adjustment at a later date. Any adjustment request must be made at the time of receiving the monthly bill that reflects the leak and not later than the due date of the bill. In the event of an adjustment approved by the Water District, the customer shall pay an average monthly bill, being calculated by averaging the last twelve (12) month usage, plus two dollar (\$2.00) per one thousand (1,000) gallons for the balance of the meter usage above the average usage. The adjustment may be considered for two (2) consecutive months bill.

The customer will cooperate with the District to evaluate the request. Should the Water District find that the leak request was due to usage (filling swimming pool, irrigation, cattle water overflow, leaving water running or etc.) then the Water District will charge the customer the full amount adjusted and any late charge due and a service charge.

B. If a customer has a leak for more than ten thousand (10,000) Gallons and chooses not to take a leak adjustment, then the customer may execute a promissory note to mature within six (6) months to the District with monthly payments being an average water bill, plus one sixth (1/6) of the charge after their average monthly usage but at least twenty-five dollars (\$25.00) monthly.

### PART V — WATER THEFT POLICY

When a property is receiving water by any other means than the metering device that is installed by the Water District, it will be considered "Theft of Service." When such theft occurs then the individual that is receiving the water service or the property owner will be responsible for said theft If water service provided by the District has not been discontinued more than sixty (60) days, then the customer shall pay an average bill for the two (2) months plus a service call investigation charge and the appropriate reconnect and membership fees. If water service has been discontinued more than sixty (60) days, then the customer shall pay an average bill for the first three (3) months, then a minimum bill for balance, plus a service call investigation charge and the appropriate reconnect and membership fee.

DATE OF ISSUE	06/27/2018 MONTH / DATE / YEAR	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	07/01/2018	Gwen R. Pinson Executive Director
ISSUED BY	SIGNATURE ON OFFICER	- Shwen R. Punson
TITLE	Chairman	EFFECTIVE <b>7/1/2018</b>
BY AUTHORITY OF ORE	DER OF THE PUBLIC SERVICE COMMISSION	PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NO	DATED	

	AREA Entire Service Area
	PSC KY NO. 1
	1st Revised SHEET NO. 14
EDMONSON COUNTY WATER DISTRICT (NAME OF UTILITY)	CANCELLING PSC KY NO <u>1</u> .
	Original SHEET NO. 14

#### PART VI—TRANSFER OF WATER SERVICE

An owner of Real Estate that is in the Water Districts service area may transfer service in the following ways:

1. Owner of property can transfer their service to a Buyer provided the final and any outstanding balances have been paid. (Copy of transfer Form "A" attached)

2. When property is being served during the term of a water user's contact, which shall be for a period of twelve (12) months, the meter can be transferred if there are no outstanding balances.

3. A Buyer of property can transfer the service to the property provided they present a copy of their Deed at the time of signing the proper forms. (Copy of transfer Form "A" attached)

4. Owner of property can transfer the service to a renter provided the following have been met:

a. The Renter does not have an outstanding balance with the District at another location.

b. The Renter signs an affidavit verifying that no one residing in the property has an outstanding balance with the District (Copy B attached)

c. The renter will be required to pay the approved reconnect and membership charge at the time service is requested.

5. The Rental Transfer Form (Forms B) must be processed in the following manner: Paperwork must be complete at the office by the owner first or if mailed out received at the office before the renter can sign and pay the proper fees.

6. A property owner that has water service with the District may transfer and abolish their rights to the water service to another individual or etc. provided that there are no outstanding balances by signing the transfer form. (Form C)

7. A Real Estate Agent or Broker that has a listing contract for the sale of real property, may transfer the water service that serves the listed property into their name provided:

- a. The transfer Form A is completed
- b. The Agent or Broker does not have a past due account

(T)

(T)

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

(T)

(D)

c. The reconnect and membership charges to be paid at the time the service is requested

8. The owners of property that has been rented that is served by the District may transfer the water service into their name provided:

- a. The Notice of Possession Form is completed. (Form D)
- b. The owner does not have an outstanding balance for their service.
- c. The membership fee for their service has been paid.

DATE OF ISSUE		
	MONTH / DATE / YEAR	KENTUCKY PUBLIC SERVICE COMMISSIO
DATE EFFECTIVE	November 24, 2022 MONTH / DATE / YEAR	Linda C. Bridwell Executive Director
ISSUED BY	/s/ Jimmy Mills SIGNATURE OF OFFICER	
TITLE	Chairman	Thide G. Andwel
BY AUTHORITY OF OR	DER OF THE PUBLIC SERVICE COMMISSION	,
IN CASE NO	DATED	EFFECTIVE 11/24/2022

	AREA Entire Service Area
	PSC KY NO1
	OriginalSHEET NO15
EDMONSON COUNTY WATER DISTRICT (NAME OF UTILITY)	CANCELLING PSC KY NO
	<u>Revised</u> SHEET NO15

#### PART VII - SERVICE CALL INVESTIGATION.

The Water District will make service call investigations requested by a customer. However, if the Water District is not at fault, the customer will pay for such request at the rate specified in the rates and charges section. Investigation into water theft is considered chargeable at those rates.

#### PART VIII—PARTIAL PAYMENT PLAN

A Any residential customer that has been mailed a delinquent/termination notice may make a request to make a partial payment on their water bill. The Water District will review that request to see if the customer meets the following requirements:

1. The request shall be made by the customer prior to the service being disconnected.

2. The customer has not been delinquent in prior partial payments to the District.

3. The customer has not already requested a partial payment note for a leak.

4. Partial payment cannot be made for any non-recurring charges or any other form of payment that has been denied.

5. A partial payment request will be completed at the time of request.

6. Failure of customer to make either payment in the proper time frame will cause termination of service without further notice.

7. Any customer that fails to carry out the partial payment plan will not be eligible for further consideration by the District.

9. No customer can have more than one partial payment plan in effect at one time.

B. Delinquent Customer is defined as a customer that has not paid their water bill and other approved charges by the Due Date.

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DATE OF ISSUE	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	Gwen R. Pinson Executive Director Sturen R. Punson
TITLE Chairman BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	EFFECTIVE <b>7/1/2018</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

	AREA Entire Service Area
	PSC KY NO1
	OriginalSHEET NO16
EDMONSON COUNTY WATER DISTRICT (NAME OF UTILITY)	CANCELLING PSC KY NO
	SHEET NO

### PART IX - SYSTEM INSPECTION POLICY

The Water District's inspection policy will be performed to assure safe operations of its facilities, proper maintenance is being performed and compliance of the Districts rules and regulations and other agencies.

### PART X — LEGAL DISCLAIMERS

- A. The utility 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 to damages nor for any portion of a payment refunded for any system failure or interruption of service which in the opinion of the utility is deemed necessary.
- B. 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.
- C. If a 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.
- D. For purposes of fire protection, including any customer's fire protection system, the utility cannot guarantee a water supply at any particular flow rate or pressure. The fire flow may vary depending upon other water demands on the system, various water facility limitations, or other circumstances. The customer will indemnify and hold harmless the utility and its employees from and against all claims, damages, losses, and expenses incurred as a result of insufficient water supply or deficient system faculties.

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DATE OF ISSUE 06/27/2018	KENTUCKY PUBLIC SERVICE COMMISSION
DATE EFFECTIVE	Gwen R. Pinson Executive Director
ISSUED BY	Steven R. Punson
TITLEChairman	EFFECTIVE
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION	7/1/2018 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)
IN CASE NODATED	

AREA Entire Se	ervice Area
PSC KY NO. 1	
4th	SHEET NO. 17b

CANCELLING PSC KY NO. 1

Edmonson County Water District

(NAME OF UTILITY)

**3rd**\_\_\_\_\_SHEET NO.\_\_\_**17**\_\_\_\_\_

# RULES AND REGULATIONS

**Monthly Water Rates** 

5/8- X 3/	<u>4-Inch Meter</u>		
First	1,500 Gallons	\$18.18 Minimum Bill	(I)
Over	1,500 Gallons	0.00857 Per Gallon	(I)
<u>1-Inch M</u>	eter		
First	5,000 Gallons	\$49.30 Minimum Bill	(I)
Over	5,000 Gallons	0.00857 Per Gallon	(I)
<u>1 1/2-Inc</u>	h Meter		
First	10,000 Gallons	\$93.32 Minimum Bill	(I)
Over	10,000 Gallons	0.00857 Per Gallon	(I)
2-Inch M	eter		
First	16,000 Gallons	\$147.78 Minimum Bill	(1)
Over	16,000 Gallons	0.00857 Per Gallon	(1)
<u>3-Inch M</u>	eter		
First	30,000 Gallons	\$289.59 Minimum Bill	(I)
Over	30,000 Gallons	0.00857 Per Gallon	(1)
4-Inch M	<u>eter</u>		
First	50,000 Gallons	\$487.99 Minimum Bill	(1)
Over	50,000 Gallons	0.00857 Per Gallon	(1)
<u>Wholesa</u>	le Rate	0.00333 Per Gallon	(I)

DATE OF ISSUE	March 10, 2025 MONTH / DATE / YEAR	
DATE EFFECTIVE	March 10, 2025	KENTUCKY PUBLIC SERVICE COMMISSION
ISSUED BY	SIGNATURE OF OFFICER	Linda C. Bridwell Executive Director
TITLE	General Manager	Y. DR'IN
BY AUTHORITY OF ORDER OF	THE PUBLIC SERVICE COMMISSION	Chide G. Andwell
IN CASE NO. 2024-00219	DATEDMarch 10, 2025	EFFECTIVE
		<b>3/10/2025</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	AREA_Entire Service Area		
	PSC KY NO. 1		
	4thSHEET NO17a		
Edmonson County Water District (NAME OF UTILITY)	CANCELLING PSC KY NO1		
	SHEET NO17		

<b>Connection Charges</b> Tap Fee for 5/8-inch x 3/4-inch Meter Service	\$1,427.00	(I)
Tap Fee for Larger Meter Services	Actual Cost (\$200 payment with application	)
Fire Hydrant Installation	\$200 plus Actual Cost (\$1,000 payment with application)	
Fill Hydrant Installation	\$175 plus Actual Cost (\$1,000 payment with application)	
Non-Recurring Charges		
Reconnect Charge	\$10.00	
Meter Test Charge	\$10.00	
Returned Check Charge	\$ 0.00	
Returned Bank Draft Charge	\$ 0.00	
Service Call/Investigation	\$10.00	(I)
Membership Charge	\$25.00	
Meter Relocation (or Resitting) Charge	Actual Cost	
Water Line Relocation or Lowering Charge	Actual Cost	

DATE OF ISSUE	March 10, 2025	
DATE EFFECTIVE	March 10, 2025	KENTUCKY PUBLIC SERVICE COMMISSION
ISSUED BY	SIGNATURE OF OFFICER	Linda C. Bridwell Executive Director
TITLE	General Manager	J. D. R. M
BY AUTHORITY OF ORDER O	OF THE PUBLIC SERVICE COMMISSION	Chide G. Andwell
IN CASE NO. 2024-00219	DATED March 10, 2025	EFFECTIVE
		<b>3/10/2025</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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	Annonson	Country	Truce D	FOULDU
		· · · · · · · · · · · · · · · · · · ·		

	Edmonson County	Water D	District	Date:
Service Address:			Δι	pplication Type
		New Installation of Water Service (See Back)		
	_		er of Service	
	_			
Account Holder Name(s):			nection	
Account noider Manie(3).			١c	ertify I am the
	_	🗆 Owner		POA or Executor/ Executrix
Co-Applicant(s):		□ Renter		Realtor
co-Applicant(s).				Realton
	_		ISLIDI	
Mailing Address:			La	nd Owner Name:
	_			
Primary Phone Number:	_		Land O	wner Phone Number:
	_			
		If a Rent	al, will the Me	embership remain on hold?
Secondary Phone Number:		□ Yes		No
			l	Email Address:
Water to be left □On or □Off				
The Undersigned agrees to:				
1. Pay the membership fee, and applicable reconnection charges. The		rest is applied t	o the final bill and ref	unded upon termination of service.
2. Provide a place for metering which is unobstructed and readable a				
3.Purchase water under the rates, policies rules and regulations of th			-	able for inspection upon request. *
4.Understand that the District may terminate service to any custome		ue or for violati	ing a regulation.	
5. Hold Edmonson County Water District harmless of any claim arisin	g from this transaction.			
Applicant Signaure:		Date:		
Applicant Signatie.		Date.		
Notary Signature & Notary ID		County	State & Nota	ry Expiration Date:
		county,		
******	FOR OFFICE USE ONLY	*****	******	*****
Membership Certificate Number:			Membe	ership Certificate Date:
	_			
Box Location:				
	_		PUBLIC	
Payment Method & Amount:			Previous O	Linda C. Bridwell were Eine Bilingt Address:
	_		, N	
Refund Membership Certificate Number:	_		This	le G. Andwell
	_			
WO Number:	ACCOUNT NU	MBER:	PURSUAN	NT TO 807 KAR 5:011 SECTION 9 (1) WO TYPE

Edmonson County Water District

#### For New Installation of Water Service

1. The applicant agrees to pay a tap on fee of \$\_\_\_\_\_\_ for residential 5/8 X 3/4 meters, all larger meters will be charged a \$200 deposit and will be billed for the actual cost of installation.

2. The connect fee must be paid in full at the time of application. A \$25 membership fee shall be deposited with the Water District for each service. The membership fee and

and any accrued interest is applied to the final bill and refunded upon termination of service.

3. The applicant will pay at least the minimum monthly water bill prescribed by the District for a period of 12 months from the time water becomes available.

4. The monthly water rates will be approved by the Public Service Commission of Kentucky.

5. The District may terminate serice to any customer failing to pay a water bill when past due or for violating a regulation.

6. A separate meter must be installed for each residence. No two residences will be allowed to connect to the same meter.

7. The applicant will not give away or resell water purchased hereunder.

8. The rights of the applicant are subject to such further rules and regulations as the District Commissioners may prescribe.

9. The signing of this contract by a Commissioner of the Water District is authority of the Board of Commissioners and said execution thereof is in his official capacity only and they shall not be held personally liable on this contract.

10. The applicant agrees to permit the District to lay, maintian, repair, remove a water main, valves, valve boxes, markers, and hydrants and to lay, maintain, remove, and disconnect,

a service line and meter and read meters at the point on the applicant's property to be designated by the District for each connection. Should an easement be needed the applicant

agrees to and grants an easement to the District for installation of the main distribution line within 25 ft of the right of way.

11. The applicant agrees to install and maintain, at his own expense, a service line from the point of service to the place of consumption. Point of service is defined as the outlet of a customer's water meter, or valve if no meter is placed.

12. The Applicant agrees to provide their own Pressure Regulator Valve and Shut Off Valve.

#### **Property Address:**

Easement Type

Standard
 Special

**Plumbing Permit Number:** 

Deed Book & Page Number:

Subdivision Name & Lot Number:

Gate Code if Applicable:

Applicant Signaure:

Notary Signature & Notary ID

Payment Method:

Account Holder Name(s)

Meter Type

Standard 5/8 X 3/4 in.
1 Inch
2 Inch

What is sitting on property?

Neighbor/Adjoining Property

In Care of:

Date:	KENTUCKY PUBLIC SERVICE COMMISSION	
County,	Linda C. Bridwell State, & Notary Explicit on Pate:	
Payment	Am Jude C. Andwell	
	EFFECTIVE	
ACCOUNT NUMBER:	<b>11/24/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1) WO	FYPE:

#### COMMONWEALTH OF KENTUCKY

#### AFFIDAVIT

#### COUNTY OF EDMONSON....SCT

I, \_\_\_\_\_\_, the undersigned, being under oath, represent and state to the Edmonson County Water District (Water District), that I have made application for water services to be supplied in my name at \_\_\_\_\_\_, \_\_\_\_\_\_\_, Kentucky \_\_\_\_\_\_\_, within the service area of the Water District. I have been made aware that the previous purchaser \_\_\_\_\_\_\_\_ at that address has defaulted in payment for water services

provided by the Water District and that there is a balance owed of \$ \_\_\_\_\_\_.

I state that I am not related by blood or marriage to the prior customer, nor have any relationship with the previous customer which would lead to the previous customer residing at the address above or, to the best of my knowledge and belief, being benefitted either directly or indirectly by water service provided by the Water District after the service is placed in my name.

This \_\_\_\_\_\_, 20\_\_\_\_\_,

Print or type name of applicant

Subscribed and sworn to before me by \_\_\_\_\_\_, 20\_\_\_\_\_, 20\_\_\_\_\_.

My commission expires: \_\_\_\_\_

**Notary Public** 

KENTUCKY PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### WATER TAP TRANSFER OF OWNERSHIP

I	, Owner of a water service located at	e water
service is no longer us that address be trans	by me and I therefore request that the water service locate	
	, whose address is:	
Date		
located at	, do hereby accept the water se	ervice
Date		
	KENTU PUBLIC SERVICE Linda C. E Executive	COMMISSIC



, Owner, of property located at	
, do hereby certify that	

Tenant, has vacated the premises leased

by him/her and no longer resides or occupies the property at that location having surrendered possession to me. I, therefore, request that the water service located at that address be transferred to me. My current address is \_\_\_\_\_\_

The Membership Deposit will be:

[] Paid in full with this transfer, **OR** 

[] Request that the Membership for this account that is on deposit be used.

Date:								

County of	
State of	KENTUCKY PUBLIC SERVICE COMMISSION
The foregoing instrument was acknowledged, subs the day of My commission expires	cribed and swoin to be Brid will this 
	EFFECTIVE 11/24/2022 PUINOCATY PODIC: State at Lange

# LEAK ADJUSTMENT REQUEST

Customer Name:	
Service Location:	
Phone Number:	Date:
Type of Leak:	
Date aware of leak:	
Date leak shut off:	
Date leak repaired:	
Will leak be in one or two billing cycle	25
Information:	
A. Date ReadB. Readir	ng
C. Date Due	-
D. Average Gallons for previous	months.
E. Average Bill (Gallons) Equals \$	+ taxes \$ Total \$
F. Gallons Billed minus avg. gallons equ	als gallons due adjustment
G. Gallons <i>due</i> adjustment times equals cu	
H. Average Bill (E) plus cost of water loss due a	adj. (G)Equals \$
I. Gallons Billed Water Billed \$ Taxes Billed	Equals Total Billed <u>\$</u>
J. Total (I) minus total (H) \$ Equ	als Adjusted amount \$
K. Penalty added [ Yes [ ] No Amount \$	
L. Date eligible for next adjustment	KENTUCKY
	PUBLIC SERVICE COMMISSION
By:	Linda C. Bridwell EDatetve Director
	Lide C. Andwell
	EFFECTIVE <b>11/24/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

#### **RIGHT OF WAY EASEMENT**

#### KNOW ALL MEN BY THESE FRESENTS, that

, the undersigned, hereinafter called Grantor(s) in consideration of ONE DOLLAR, (\$1.00) and other good and valuable consideration paid by the Edmonson County Water District, a municipal corporation of the Commonwealth of Kentucky, P.O. Box 208, Brownsville, KY 42210, hereinafter called Grantee, the receipt and sufficiency of which is hereby acknowledged, do(es) hereby grant, bargain, sell transfer, and convey to Grantee, its successors and assigns, a perpetual easement to use, operate, inspect, repair, maintain, replace, and remove a water transmission line over and across the following land owned by Grantor(s) in County, Kentucky, consisting of about \_\_\_\_\_\_ acres or lot and for a more thorough description of the land,reference is made to Deed Book \_\_\_\_\_, page \_\_\_\_, in the records of the clerk in and for said county aforesaid, with the right of ingress and egress over and across Grantor(s) adjacent land(s) for the purposes for which the above mentioned rights are granted. The easement hereby granted, unless otherwise stated below, shall not exceed thirty (30) feet in width, the center line thereof to be located across said land fifteen (15) feet from and parallel with the State or County Highway right of way line. The consideration recited herein shall constitute payment in full for all damages sustained by Grantor(s) by reason of the installation of the structures referred to herein and the Grantee will maintain its easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantor(s) premises. This Agreement, together with other provision of this grant shall constitute a covenant running with the land for the benefit of Grantee, its successors and assigns. The Grantor(s) covenant the he/she/they are the owner(s) of the above described lands and that said lands are free and clear of all encumbrances and liens except the following:

nless s	stated belo	ow, there ar	e no s	вреста	l conditions	or conside	rations to b	e note	d in this ea	semei	nt:	 
- <u></u>	-								······································			 
	11/24	Whenese			Grantor(a)	has/hava	avaautad	this	Easement		the	 dav

#### COMMONWEALTH OF KENTUCKY

COUNTY OF \_\_\_\_\_

The foregoing document was acknowledged, subscribed and sworn to me before me by the Grantor(s) or witnesses above named, to be his/her/their free act and deed.

This the \_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_.

This instrument prepared by:

Thomas H. Goff Attorney At Law 53 Public Square Leitchfield, Kentucky 42754 (270) 259-2937 Notary Public, State at Large My commission expires:

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director
Tride C. Andwell
EFFECTIVE
11/24/2022
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Edmonson County Water District	
Date:	
То:	
Re: Account #	
Dear,	
Please complete and sign the change of address section and return in enclosed envelope. Hopefully, this will assure delivery of your bill next month. Thank you for your immediate attention. If there are any questions feel free to call our office at 270-597-2165 or 1-800-547-2165.	
Name:	
New Address:	

Name:		
New Address:		
Phone:		
Sign:		
Date:		
	]	KENTUCKY PUBLIC SERVICE COMMISSION
Sincerely,		Linda C. Bridwell Executive Director
	-	Cherrory A.
EQUAL OPPO	RTUNITY EN	IPLOYER 11/24/2022 Andwell
P.O. Box 208 • Brownsville, Ke	entucky 42210	<ul> <li>Phone (270) 597-2165</li> </ul>

1

#### **Promissory Note**

Date	Amount \$
	Brownsville, Kentucky

On or before the \_\_\_\_\_day of \_\_\_\_\_ 20 value received, we/I, the undersigned, jointly and severally, hereby promise to pay to the Edmonson County Water District, or order, the sum of

(\$ \_\_\_\_\_\_) dollars in installments of \$\_\_\_\_\_\_ per month, commencing the\_\_\_\_\_\_ day of the next preceding month and each day of the month thereafter until paid in full. Default

in the payment of any installment due and payable.

Interest shall be payable after maturity or upon default at the rate of SIX AND NO/ $100^{TH}$  (6,00%) PERCENT on the unpaid balance.

Should the maker(s) default in the payment of installments and thereby causing an acceleration of the maturity date, and the holder institutes legal action in a court of competent jurisdiction, then the holder shall recover reasonable attorneys' fees for the collection of the unpaid balance, plus accrued interest.

The maker(s) has/have the right to prepay any or all of the unpaid balance of the principal without penalty.

Sign	ed
	KENTUCKY PUBLIC THE PUBLIC PUB
Sig	ned <u>Linda C. Bridwell</u> Executive Director
	Thide G. Andwell
	EFFECTIVE
	<b>11/24/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

### Water Line Extension Agreement

THIS AGREEMENT made and entered into on	, by and between EDMONSON
COUNTRY WATER DISRICT, PO Box 208 / 1128 HWY 259 N	Brownsville, KY 42210 (hereinafter referred to as the
"District"), and	(herein referred to as the "Developer"), whose
address is	

WITNESSETH: That whereas, the Developer is the owner and developer of a certain land located in \_\_\_\_\_\_ County, Kentucky, and which property is identified as \_\_\_\_\_\_

WHEREAS, the Developer is desirous of extending and constructing water mains and appurtenances in order to provide water service to a certain area of land described above and which is immediately made available as construction sites for residential and/or other structures, and

WHEREAS, the District is desirous of providing the Developer water service, but the District has not the funds to lay and construct lines to serve the developer;

NOW, THEREFORE, for and in consideration of the mutual benefits to be derived by the parties hereto, the District and the Developer covenant and agree as follow:

- The Developer shall employ a Professional Engineer (Developers Engineer), licensed in Kentucky, to prepare detailed construction plans of the proposed extension. The plans shall comply with the District's Design Standards for Extensions. The Developers Engineer shall submit plans to the District for its review and approval. The Developer's Engineer may be required by the District to revise the plans prior to the District issuing written approval.
- After approval by the District, the Developer shall obtain approval from the KY Department for Natural Resources and Environmental Protection, Division of Water before any work is performed on extending water mains. This requirement in accordance with the KY Public Service Commission and semipublic Water Supplies regulations (401 KAR 8:100) as relates to the KY Revised Statute 224.
- 3. The Developer will obtain all required easements, both on and off the Developer's property. The District's standard easement form must be executed by the property owners involved, to allow access to the proposed water lines. The Developer shall be responsible for obtaining a permit or a letter of authorization from the applicable city, county or state agency if the proposed facilities exist into public right of ways. The Developer is responsible for restoring any right of ways obtained for the required work, including county, city, and state right of ways.
- 4. The District shall perform daily inspections with the Developer reimbursing the District for the actual cost involved with the inspection, including work for as-built drawings, and all other cost incurred by the District related to the extension. All cost shall be calculated by the District, and an invoice will be made to the Developer prior to the District accepting the line. The Developer shall employ a contractor who shall schedule their work so that the District's inspection services are not required on Saturdays, Sundays or any hol day observed by the View Commission
- 5. Connections to the existing system shall be made by District personnel or supervised by District personnel and the cost of the connection is to be paid by the Developer.
- 6. All material shall be inspected by the District prior to installation. All mat District's specifications and/or be approved by the District. All water line: The Developers construction accordance with the approved plans and the District's specifications for line extensions. The Developers construction Contractor shall be experienced in the type of work to be performed and shall have the approval of the District before construction begins. The Developer shall be responsible to direct and shall authorize and direct and work to be

performed in a continuous orderly manner as approved by the District Inspector at a pre-construction meeting between the Developer, Contractor and the District's Inspector. If the Contractor does not perform the work in a continuous orderly manner, the Developer shall notify his contractor to discontinue the work until such time as the work can be done in an orderly manner. The District shall have the authority to direct the Contractor to cease work until the Developer, the Contractor and The District agree on a construction schedule that is mutually acceptable.

- 7. Water mains shall be only extended parallel to an existing or proposed public road which is regularly maintained to allow daily travel (unless approved by the District) and the following requirements shall apply.
  - a. Where there is a new street or road to be constructed, the rough grade for the street or road and drainage facilities must be completed prior to the installation of the water mains. The District at its discretion, may install service lines to lots across the roads at the time of construction at its own cost, if it determined there may be a problem of getting across the road at a later date.
- 8. The water lines shall be constructed initially with consideration of future grade work; however, if in the future, the area through which this water line construction passes, requires grade work and any adjustments to water lines, fire hydrants or other appurtenances are required, the developer agrees to reimburse the District for expenses incurred for adjustments. Any changes in the original development plan which cause adjustments to the water facilities, including service lines installed by the District, will be at the expense of the developer.
- 9. Connection of the water line extension to the existing water system does not constitute acceptance of the facilities by the District. When the Developer's contractor requests it, the District will perform a final inspection of the extension. A list of any items not conforming to the approved plans and specifications will be provided to the Developer and the Contractor. When all items on the list have been completed the construction shall be complete. The Developer will provide a summary of all construction costs to the District. The Developer and the Contractor shall each provide a Release of Liens to the District showing that all costs related to the water line extension have been paid. When the construction is complete, Release of Liens and the construction cost summary (conveying that all expenses have been paid) have been delivered to the District and any amounts due the District are paid by the Developer, the District will not fy the Developer in writing of its acceptance of the extension. The District will not provide service to any customers on the water line extension until it is accepted.
- 10. The Developer will guarantee all materials and work included in the line extension for a period of one year from the date it is accepted by the District. The Developer shall be responsible for defective materials and construction to the extension, so far as it does jeopardize service to the District's customers. In the event of an emergency or any repairs that jeopardize service to District's customers, the District will perform the work. The cost of any repairs done within the warranty period by the District or the Developer, shall be the responsibility of the Developer. The warranty ending date will be included in the acceptance letter.
- 11. Upon completion of the extension and acceptance by the District, the Developer shall relinquish all control over the facilities covered by this agreement and the facilities constructed in accordance with this agreement shall become the property of the District. The District shall thereafter be responsible for routine maintenance of the extension.

12.	The District has the right to extend the lines or to connect laterals the service upon payment of the approved "Tap-on-Fee".	e from or to connect any customer desiring PUBLIC SERVICE COMMISSION
	service upon payment of the approved 1 ap-on-ree.	Linda C. Bridwell Executive Director
13.	Any reasonable legal expense incurred by the District to enforce prov	ision , / ne
	Developer.	Thide G. Andwell
14.	The Developer or the person paying for water service shall pay the st	ndard tap on tee pased on the established
	connection charge for each size of service.	EFFECTIVE
	5	1/1/2023
		PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

- 15. Where a planning commission requires the installation of fire hydrants or fill hydrants, the Developer shall file and pay the required fire hydrant application fee and/or fill hydrant application fee with the District before construction of the extension begins.
- 16. If the Developer made any contribution toward the cost of the construction of the extension and is in compliance with the terms of this Agreement, The Developer will partially be reimbursed by the District under the following terms and conditions:
  - a. The Developer must qualify for reimbursement within a term of ten (10) years from the date of this Agreement.
  - b. For each water service added, (excluding any metering assembly for fire protection), the Developer shall upon their request be reimbursed by the District in a sum of equal to fifty % (50%) of the tap on fee(s) paid within each (12) month period. The reimbursement shall be paid for a period of ten (10) years from the date of this agreement but in no event shall the reimbursement be for more than the cost of the water line extension

IN TESTIMONY WHEREOF, witness the hands of the Chairman of the Edmonson County Water District and the Developer the day and the year appearing to the right of their signatures.

	Developer	Date	
State of			
County of			
The foregoing instrument was ack	knowledged before me this day of	, (year), by	_(name
of person acknowledged.)	(Signature of person takin	g acknowledgment)	
	Chairman		
State of			
County of			
The foregoing instrument was ack	knowledged before me this day of	, (year), by	_(name
	(Signature of person takin		
		KENTUCKY PUBLIC SERVICE COMMISSION	
		Linda C. Bridwell Executive Director	
		Ande G. Andwell	7
		EFFECTIVE	
		<b>1/1/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

#### NEW LINE EXTENSION CONTRACT

This CONTRACT made and entered into by and between the EDMONSON COUNTY WATER DISTRICT, a municipal corporation of the Commonwealth of Kentucky, hereinafter called the "District," and

of \_\_\_\_\_, County of \_\_\_\_\_, Commonwealth of Kentucky, hereinafter called "Customer," whether one or more;

WITNESSETH: That

WHEREAS, The District is engaged in the treatment, transmission and sale of potable water; and

WHEREAS, The Customer is the owner of real property near or adjacent to the service area of the District with a water transmission line within connecting distance; and

WHEREAS, The Customer desires to receive water service, but the District has not the funds, equipment or manpower to lay and construct lines to serve the Customer;

WHEREAS, The Customer is willing to construct and lay water transmission line or lines from the end of the District's line; and

NOW, THEREFORE, THE PARTIES AGREE:

1) Customer shall prepare or cause to be prepared and submit plans for the construction of water transmission lines, which shall comply with all regulations of any responsible agency or agencies of the Commonwealth of Kentucky, at the cost to Customer. Said plans shall be prepared in consultation with the Manager of the District and shall comply with specifications established by the District. After approval by the appropriate state agencies, said plans shall be submitted to the Commissioners of the District for consideration or approval.

2) Said plans shall state the number of customers who shall be served upon completion of the project.

3) The customer and the manager of the District shall determine the total cost of the proposed water main extension (exclusive of the meter connections) and the total length of the extension. Construction to be done in the most economical manner available. If construction is done by someone other than the District then the District shall inspect the construction. Copies of quotes, bids, checks, etc., shall be filed with the District for verification of cost where it shall be open to public examined interview The District shall pay that portion of the cost of the water creative covered by the District's portion shall be contributed equally by those Dapplicants desiring service on the main extension. Each applicant shall share the required to pay the District's approved "Tap-on-fee" for a meter contributed to the main extension.

> 7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

For a period of ten years after the original construction of the main extension each additional customer directly connected to each particular extension will be required to contribute to the cost of that water main extension based on a recomputation of both the District's portion of the total cost and each customer's contribution as set out above. The District must refund to those customers that have previously contributed to the cost of each main extension itself that amount necessary to reduce their contribution to the currently calculated amount for each customer connected to that All customers directly connected to each main extension for a extension. year period after it is placed in service ten are to contribute equally to cost of construction of the water main extension itself. In addition each customer must pay the approved "Tap-on-fee" applicable at the time of their applicaton for the meter connection. The "Tap-on-fee" is not part of the refundable cost of the extension it may be changed during the refund period. In no case will the total amount refunded exceed the amount paid by the District. After the ten year refund period expires, any additional customer applying for service on each main extension must be connected for the amount of the approved "tap-on-fee" only.

4) Customer & District together shall obtain and provide all necessary easements, licenses, or permits for rights-of-way required for the water transmission lines.

5) The Customer shall convey the title to all water transmission lines, their appurtenances, to the District, its successors and assigns, with convenants that there are no liens or encumbrances on said lines at the time the lines are put in service.

6) The District has the right to extend the lines or to connect laterals therefrom.

7) This contract is valid only upon acceptance by the Commissioners of the District and the affixing to this contract of the signature of duly authorized Chairman of the Commission.

IN TESTIMONY WHEREOF, witness the hands of the Chairman of the Edmonson County Water District and the Customer the day and year appearing to the right of their signatures.

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Customor				
	KENTUCKY			
	PUBLIC SERVICE COMMISSION			
	JEFF R. DEROUEN			
	EXECUTIVE DIRECTOR			
	TARIFF BRANCH			
	Bunt Kirtley			
	EFFECTIVE			
	<b>7/15/2011</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)			

Form J

# AUTHORIAZTION AGREEMENT FOR PRE-AKRANGED PAYMENTS

NAME(S) OF ACCOUNT HOLDER	CUSTOMER ACCOUNT NUMBER	
DL# PH#	DATE	

I (we) hereby authorize Edmonson County Water District, hereinafter called DISTRICT, to initiate debit entries to my (our) Checking account indicated below and the depository named below, hereinafter called DEPOSITORY, to debit the same to such account.

DEPOSITORY	
	BRANCH Bank Phone #
STREET	STATE ZIP
TRANSIT/ABA NO	ACCOUNT NO

This authority is to remain in full force an effect until DISTRICT and DEPOSITORY have each received written notification from me (or either of us) of its termination in such time and in such manner as to afford DISTRICT and DEPOSITORY a reasonable opportunity to act on it. I (we) will receive prior written notice of the amount to be debited to my (our) account which will allow me (or either of us) to stop payment of the debit entry by notifying the DISTRICT and DEPOSITORY at least three days prior to the date the account is to be charged. I (we) understand that if the debit entry is stopped, that I (we) are responsible to pay the bill directly to the Water District when due. I (we) will send written notice of an erroneous charge to the account to the DISTRICT and DEPOSITORY within 15 days of the issuance of the account statement or 45 days after the account was charged, whichever occurs first. KENTUCKY

SIGNATURE

(As it appears on your check)

PUBLIC SERVICE COMMISSION SIGNATURE Linda C. Bridwell (As it appears on your check) EFFECTIVE

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

Form "J1"

whose address is

· · ·

'roperty Location:

**次** #

FUIII

19.15

Applicant's Phone No.

#### NOTE: PLEASE READ BEFORE SIGNING.

# **CONTRACT FOR WATER SERVICES**

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, between

DISTRICT, BROWNSVILLE, KENTUCKY Party of the SECOND PART; WITNESSETH THAT for and in consideration of the effort of the Edmonson County Water District Commissioners: to secure financing for the construction of an addition to this District, and in consideration of the other users signing similar contracts, the party or parties of the FIRST PART hereby agree to connect to the waterworks system. The party of the FIRST PART hereby agrees to connect to the proposed waterworks system of the part of the second the proposed system is <u>proposed</u> waterworks system of the part of the struction begins or <u>s</u> thereafter. Contributions will be refunded only if your property is not reached with water service or the project is not constructed. The connect fee must be paid in full at the time the application for service is made. A \$25.00 Membership Fee shall be deposited with the Water District for each service.

The monthly water rates will be as approved by the Public Service Commission of Ky.

The party of the FIRST PART understands that the rates above set out are those presently in effect for the Edmonson County Water District, but should the Edmonson County Water District be merged with one or more other water districts the rates may be adjusted by reasons of such merger subject to approval of the Public Service Commission of Kentucky. In the event of merger, to which the party of the FIRST PART expressly agrees, this contract shall be binding on the party of the SECOND PART, its successors and assigns.

It is understood and agreed that the party of the SECOND PART reserves the right to determine the size of service connection to be used to supply water to the party of the FIRST PART. A 5/8" x 3/4" meter will be used unless the party of the FIRST PART contracts for a larger meter. A separate meter must be installed for each residence. NO TWO RESIDENCES WILL BE ALLOWED TO CONNECT TO THE SAME METER.

It is understood and agreed that at such time as the System is constructed, the party of the FIRST PART AGREES to connect to said system but in the event the party of the FIRST PART refuses to so connect, or pay at least the minimum monthly water bill prescribed by the District for a period of \_\_\_\_\_\_ months from the time water becomes available, the party of the FIRST PART shall be liable for his connection fee, and if, thereafter, party of the FIRST PART desires to connect to said system, the party of the FIRST PART shall be obliged to pay again the full connection charge as then stipulated by the party of the SECOND PART. The FIRST PARTY AGREES not to resell or give away water purchased hereunder.

If the system is constructed and the party of the FIRST PART's property is reached with water service the party of the SECOND PART will set the water meter on the property of the FIRST PART at the point which is most convenient to the party of the SECOND PART. It is system is constructed, but the property is not reached by the District's line, any payment shall be fully refunded. The party of the SECOND PART does not guarantee service to the party of the FIRST PART. Construction of water facilities to the property of the part of the party of the FIRST PART. The system is constructed, but the property of the party of the PIRST PART. Construction of water facilities to the property of the part of the FIRST PART does not guarantee service to the party of the FIRST PART. Construction and approval of all local state and federal agencies having jurisdiction over the party of the SECOND PART. It may take from one to five years to construct the project.

The rights of the FIRST PARTY ARE SUBJECT to such further rules and regulations as the District Commissioners may prescribe The District may terminate service to any customer falling to pay a water bill when past due or for violating a regulation.

Deposits to insure payment of monthly water bills and penalties on delinquent water bills shall be as the party of the SECOND PAR7 may hereafter prescribe.

The signing of this contract by a Commissioner of the Water District is authority of the Board of Commissioners and said execution thereof is in his official capacity only and said Commissioners shall not be personally liable on this Contract.

The party of the FIRST PART agrees to permit the District to lay, maintain, repair, remove a water main, valves, valve boxes, marken and hydrants and to lay, maintain, remove and disconnect a service line and meter, and read the meters at a point on customer's property to be designated by the District for each signed connection with right of ingress and egress for these purposes over customer's property Should an easement be needed, the party of the FIRST PART agrees to grant an easement to the party of the SECOND PART for in stallation of the main distribution line within 25 feet of the public right-of-way.

The party of the FIRST PART agrees to install and maintain at his own expense, a service line which begin at the property line and the tend to the dwelling or place of business and other portion of his premises.
PUBLIC SERVICE COMMISSION

WITNESS:	<u>الله من المراجع المراجع</u>	JEFF R. DEROUEN EXECUTIVE DIRECTOR	MEF
	EDMON (A BODY	ON COUNTY WATER DISTRICT	
	BY:	Bunt Kirtley	ITI.E
		EFFECTIVE	· .
		7/15/2011 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	

# METER TEST REQUEST

I	do hereby request	that my meter (serial #	)
• –	and that if the meter revice Commission, that I	esults is accurate within the limits a will be required to pay the approve ). The reason I have requested th	d Meter

Customer Requesting Test Date

.

Witness:

. .

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KENTUCKY PUBLIC SERVICE COMMISSION Linda C. Bridwell Executive Director EFFECTIVE 11/24/2022 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

# EDMONSON COUNTY WATER DISTRICT

**Utility Name** 

P.O. BOX 208, BROWNSVILLE, KY 42210 Utility Address

Fire Station

OPERATOR\_\_\_\_\_\_

MONTH	ESTIMATE				ESTIMATED	
DAY	GALLONS USED	COMMENTS	DAY	G/	ALLONS USED	COMMENTS
1			16			
2			17			
3			18			
4			19			
5		······	20			
6			21			
7			22			
8			23			
9			24			
10		• • • • • • • • • • • • • • • • • • •	25			
11		· · · · · · · · · · · · · · · · · · ·	26		KE	NTUCKY
12		1	27		PUBLIC SERV	ICE COMMISSION
13			28		Linda	C. Bridwell
14			29		Execu	itive Director
15			30		10	$n n \cdot n$
			31			K I. all
· · · · · · · · · · · · · · · · · · ·	••••••••••••••••••••••••••••••••••••••				Shde 4	5. Andwell
					FF	FECTIVE
						24/2022
TOTAL GALLONS USED (EST)			PURSUANT TO 807 KAR 5:011 SECTION 9 (1)			
	· · · · · · · · · · · · · · · · · · ·					

KAR 5:011.

PURSUANT TO

# WATER HYDRANT AGREEMENT

This AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 19\_\_\_\_, by and between the EDMONSON COUNTY WATER DISTRICT, hereinafter called the DISTRICT, and \_\_\_\_\_\_, of \_\_\_\_\_,

Kentucky, hereinafter called CUSTOMER;

WITNESSETH:

WHEREAS, Customer wants to install, at its/his/her sole cost and expense, a hydrant connected to the water transmission system of the District;

WHEREAS, the location of the proposed hydrant is at a site where there is a lack of sufficient water capacity or pressure available to the direct connection of any fire fighting equipment;

WHEREAS, the Customer has been made fully aware of the deficiency of service for the purpose of direct firefighting.

NOW, THEREFORE, THE PARTIES HERETO AGREE:

1. The Customer is allowed to connect a water hydrant to the water transmission system of the District for the sole purpose of filling tanks for the indirect purpose of fighting fires and said location is marked on a map attached hereto and made a part hereof as Exhibit 1. Any connection shall be made by personnel of the District and the cost thereof shall be payable. KENTUCKY days from the issuance of an invoice for the cost.

2. No warranty is made by the District nor

Customer that there will be sufficient water or pressure to fill said tanks.

3. Customer shall make full and complete disclosure of this agreement to any insurance carrier that the water hydrant is not for the direct fighting of fires.

4. Customer understands that the primary purpose of the water transmission lines of the District are for the delivery of potable water for domestic or commercial use and not for the fighting of fires.

5. Should the Customer connect to the water hydrant for the direct fighting of fires, then, and in that event, the District shall, at Customer's sole cost and expense, remove said hydrant. Customer covenants with the District that it/he/she will indemnify the District for any damages sustained by reason of the connection to the water hydrant for the purpose of direct fighting of fires.

6. Customer covenants with the District that there will be no pumping from the hydrant and that the tank or tanks will be filled solely from the pressure supplied by the District in the transmission of its water.

IN TESTIMONY WHEREOF, witness the hands of the officers of the District and the hand(s) of Customer the day and year first above written.

# EDMONSON COUNTY WATER DISTRICT

BY:\_\_\_\_\_ Chairman

ATTEST:

	PUBLIC SERVICE COMMISSION		
Secretary	OF KENTOON I	-	KENTUCKY PUBLIC SERVICE COMMISSION
-	EFFECTIVE		Linda C. Bridwell
	NOV 1 1991 PURSUANT TO 807 KAR 5:011. SECTION 9 (1)	Customer	Executive Director
BY:		EFFECTIVE <b>11/24/2022</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)	