

NORTH MARSHALL WATER DISTRICT
OF
MARSHALL COUNTY, KENTUCKY

RATES, RULES AND REGULATIONS FOR FURNISHING
WATER
AT

NORTHWESTERN SECTION OF MARSHALL COUNTY TO
McCRACKEN COUNTY LINE, ALONG THE BOTTOM ROAD
IN MARSHALL COUNTY, ALONG BIG BEAR CAMP ROAD
(HWY 58) IN MARSHALL COUNTY AND SOUTH OF CALVERT
CITY LIMITS.

FILED WITH PUBLIC SERVICE COMMISSION OF
KENTUCKY

ISSUED: MARCH 11, 1993

EFFECTIVE:

ISSUED BY: NORTH MARSHALL WATER DISTRICT
BY:

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Ray C. Brum
CHAIRMAN OF THE BOARD

JUN 18 1993

PURSUANT TO 807 KAR 5.011.
SECTION 9 (1)

BY: Shirley Helle
PUBLIC SERVICE COMMISSION MANAGER

C2102

FOR Entire Area Served

P.S.C. Ky. No. 4

1st Revised Sheet No. 8

Cancelling P.S.C. Ky. No. _____

Sheet No. _____

NORTH MARSHALL WATER DISTRICT

Classification of Service

SCHEDULE OF SERVICE CHARGES

WATER RATES

| | | |
|----------------------------|--------------|--------|
| Bimonthly Customer Charge: | 5/8" meter | \$9.41 |
| | 1" meter | 14.86 |
| | 1 1/2" meter | 23.96 |
| | 2" meter | 34.88 |
| | 3" meter | 60.36 |
| | 4" meter | 96.76 |
| | 6" meter | 187.76 |

Water Charge: all usage billed at \$1.92 per 1,000 gallons

| | | |
|-------------|-------------------------|-----------------------------|
| TAP-ON FEE: | 5/8" meter | \$500.00 |
| | 1" meter | 700.00 |
| | 1 1/2" meter and larger | actual cost of installation |

| | |
|--|------------------------------|
| SERVICE RECONNECTION | \$20.00 |
| NIGHT-HOURS SERVICE RECONNECTION | \$35.00 |
| METER REINSTALLATION | \$40.00 |
| METER TEST (if less than 2% error) | \$40.00 |
| REREAD METER (if original reading correct) | \$10.00 |
| LATE PAYMENT | 10% of balance after 17 days |
| RETURNED CHECK | \$20.00 |
| MINIMUM DEPOSIT-RESIDENTIAL | \$40.00 |
| MINIMUM DEPOSIT-COMMERCIAL | \$50.00 |

| | |
|-------------------------------|----------------------------|
| BILLING FORMAT-attached | COMPLAINT FORM-attached |
| SECOND NOTICE FORMAT-attached | PAYMENT PLAN FORM-attached |
| SERVICE AGREEMENT-attached | |

Water Haulers \$2.00 per 1,000 gallons

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 02 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

BY: Stephan D. Bee
SECRETARY OF THE COMMISSION

| | | | |
|----------------|----------------|----------------|----------------|
| DATE OF ISSUE | <u>11/2/99</u> | DATE EFFECTIVE | <u>11/2/99</u> |
| Month Day Year | | Month Day Year | |

ISSUED BY B. W. Darnell Chairman **NORTH MARSHALL WATER DIST**
 Name of Officer Title Address
 P.O. Box 850
 Benton, KY 42025 *ca/02*

For Entire Area Served

Community, Town or City

P.S.C. NO. 4

SHEET NO. 1

CANCELING P.S.C. NO. All

SHEET NO. _____

North Marshall Water District

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

OPERATIONAL POLICIES

- 1) The Board of Commissioners will make all policies concerning the North Marshall Water District.
- 2) The General Manager will be responsible for implementing these policies and District personnel will abide by and enforce these policies impartially.
- 3) Office hours will be Monday through Friday 8:00 am to 4:30 pm CST. An answering service will handle all calls during non-business hours.
- 4) The Board of Commissioners will hold regular monthly meetings on the second Thursday of each month. Such meetings will be open to the public. Prior approval by the Commissioners is required to be on the agenda.

SEPARATE METERS

- 5) There will be a separate meter for each residence. This will apply to duplexes, condominiums and other multi-family dwellings, with each separate residence metered by itself (i.e. duplexes will have 2 meters, triplexes will have 3 meters, etc.). Separate meters are required for each business in a complex, strip mall, etc.

METER SIZE

- 6) All commercial businesses will be served by a meter appropriate for the volume and service needed. The District reserves the right to determine the proper meter size and type for a business or commercial account.

CROSS CONNECTIONS

- 7) All home water supplies, such as wells, reservoirs, springs or cisterns, shall be permanently and physically disconnected from the public water supply. Valves are not sufficient.

FAMILY TIE-INS

- 8) If an immediate family member (mother, father, sister, brother, daughter, son) is living in a non-permanent structure (trailer, mobile home, etc.) on a present customer's property, they may both use the same meter. However, if a non-family member takes residence in that structure, a tap-on fee must be paid in order to set a separate meter for that structure.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

METER RELOCATION

- 9) Once installed, a meter cannot be moved to another location on the same property unless the owner pays all relocation costs. This includes raising, lowering or moving the meter or meter box July 15 1994 landscape changes.

DATE OF ISSUE July 15, 1994
ISSUED BY Roy C. Buell
Name of Officer

DATE EFFECTIVE _____
TITLE Chairman

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. _____ dated _____

Handwritten signature/initials in red ink.

Form for filing Rate Schedules

For Entire Area Served
Community, Town or City

P.S.C. NO. 4

SHEET NO. _____

CANCELING P.S.C. NO. AK 2

SHEET NO. _____

North Marshall Water District
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

MAINTAINING METER

10) The customer is responsible for maintaining the area around the meter box to the extent that the meter can be found and read without undue hardship to District personnel. It is also the customer's responsibility to provide access to meters that are beyond fences. Gates or turnstiles are acceptable.

REPLACE METER LID

11) The customer is encouraged to read, check or examine his or her meter at any time. However, the District requests the customer replace the meter lid to prevent freezing and close the box to prevent damage to the meter or foreign objects from collecting inside.

SERVICE APPLICATION

- 12) Anyone desiring water service must fill out a service application at the District office. For new service to a home or building which has not previously had water, a tap-on fee will be charged. If the main is under contract, there may be an additional charge according to the terms of the contract. For restoring service which has been disconnected ("locked") for whatever reason, a reconnect fee will be charged.
- 13) Only District personnel or the District's plumbing contractor will be allowed to make connections to a water main, set meters or make repairs to a water main.

PLUMBING CERTIFICATE

14) The Marshall County Health Department requires a plumbing certificate in order to install service from a meter to a building or residence.

METER SIZE

15) The District reserves the right to determine what size meter will service a customer. The minimum size for a tap will be 3/4 inch and the minimum size for a meter will be 5/8 inch by 3/4 inch.

METER REPLACEMENT

16) The District will attempt to accommodate the wishes of the customer when setting a meter. **PUBLIC SERVICE COMMISSION OF KENTUCKY** standard method is to set the meter just off the right-of-way on the frontage of the property. However, the **EFFECTIVE** District must reserve the right to set a meter where it will be the most financially feasible for the District. **NOV 15 1994**
If a customer is willing to bear the added expense, the District will allow this rule to be waived.

DATE OF ISSUE July 15, 1994
ISSUED BY Ray C. Brewer
Name of Officer

DATE EFFECTIVE _____
TITLE Chairman

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. _____ dated _____

2/102

For Entire Area Served
Community, Town or City

P.S.C. NO. 4

SHEET NO. 3

CANCELING P.S.C. NO. All

SHEET NO. _____

North Marshall Water District
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

MAIN EXTENSIONS

- 17) All main extensions will be done according to the specifications of the District. All contractors will be furnished a copy of these specs before installing a main.
- 18) All main extensions will be paid for by the applicants. The District will furnish 50 feet per tap-on paid, which will be determined by dividing the total feet of extension by the total cost to arrive at a cost per foot. Each applicant will also be required to pay a tap-on fee to establish service. All extensions must be under contract with the District.
- 19) Additional customers will be allowed to tap on to a new main extension per the terms of the contract. The new customer must pay part of the cost of the main extension for five years.
- 20) The District will continue to refund 50 feet per tap-on paid for a period of ten years.
- 21) Under no circumstances will any customers be allowed to get more money refunded than they originally paid for the extension. The tap-on fee is not considered part of the extension.

SERVICE OUTSIDE BOUNDARIES

- 22) The North Marshall Water District will serve any individual outside the District's service area in accordance with 807 KAR 5:066, Section 11 of the Rules and Regulations of the Public Service Commission.

BILLING

- 23) Water bills will be issued bimonthly, with bills being mailed on or about the twentieth of each even numbered month.

DELINQUENT PENALTY

- 24) Water bills will become delinquent after the 10th of the following month in which they are mailed. A 10% late penalty will then be added to the account. The penalty may be assessed only once on any bill for rendered service. The District cannot forgive a late penalty due to postal error (i.e. checks or bills getting lost in the mail). A bill will be considered paid by the District on the date postmarked or date accepted by a collection service (i.e. banks who accept water bill payments).

TURNOFFS AND RECONNECTS

- 25) Service will be discontinued after the 27th of the month in which the bills become delinquent. During normal business hours, a \$20.00 reconnect fee plus the amount of the delinquent bill must be paid before service is restored. After normal business hours, a \$35.00 reconnect fee must be paid plus the amount of the delinquent bill before service is restored. Discontinuance of service for failure to pay must be done in compliance with 807 KAR 5:006, Section 14.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

TRANSFER OF DELINQUENT BALANCE

NOV 15 1994

26) When a customer has service disconnected at one location and connected at another, any delinquent balance at the original location will be due before service will be established at the new location. PURSUANT TO 807 KAR 5:011, SECTION 9 (1)

DATE OF ISSUE July 15, 1994

DATE EFFECTIVE _____

ISSUED BY Roy C. Brien
Name of Officer

TITLE Chairman

BY: Jordan C. Neel
FOR THE PUBLIC SERVICE COMMISSION

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. _____ dated _____.

Call

For Entire Area Served
Community, Town or City

P.S.C. NO. 4 SHEET NO. 4

North Marshall Water District
Name of Issuing Corporation

CANCELING P.S.C. NO. AM SHEET NO. _____

CLASSIFICATION OF SERVICE

MEMBER OF DELINQUENT HOUSEHOLD

27) The District may deny service to an applicant who is a member of a delinquent household when the delinquent customer continues to reside at the original address or the delinquent customer is requesting service at a new address.

REASONS FOR DISCONNECTION OF SERVICE

28) Service will be discontinued only for delinquent bills or at the customer whose name the service is under requests it be discontinued.

PERMANENT DISCONNECTION OF SERVICE

29) Service can be permanently discontinued at any time by customer's written, in person or telephone request. However, the tap-on fee will be forfeited.

PAYMENT BY BAD CHECK

30) When payment is made by bad check, the bill is considered to be delinquent and service can be discontinued following proper notice of intent. The customer will be contacted by phone, if possible. Otherwise, a letter will be sent by certified mail. The District may also require cash payments for a period of time following receipt of a bad check. A \$20.00 bad check charge will be added to the amount due.

DISCONNECTION BETWEEN BILLINGS

31) When a customer discontinues service between billings, they will owe a bimonthly charge plus usage.

DEPOSITS

32) The District will charge a deposit for all new customers. This deposit will not exceed three-twelfths of the estimated annual bill for that customer. The District will waive the deposit for previous or current customers with good payment histories or with a letter of credit from a former water utility where they were a customer for at least one full year and had a good payment history.

INTEREST ON DEPOSITS

33) All deposits will earn interest while retained by the District. The deposit will be credited to the account on the anniversary date or a refund check will be issued, whichever the customer desires. If any bill has been delinquent during the year, the District may retain the deposit for another year. The District may also require a new deposit if his or her service classification changes.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 15 1994

DATE OF ISSUE July 15, 1994
ISSUED BY Roy C. Buser
Name of Officer

DATE EFFECTIVE _____
TITLE Chairman

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. _____ dated _____

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

2/10/94

North Marshall Water District
Name of Issuing Corporation

FOR Entire Area Served
P.S.C. NO. _____
SHEET NO. _____
CANCELING P.S.C. No. All
SHEET No. 5

LEAKS

- 34) The District is responsible for leaks up to the meter. The customer is responsible for all water that flows through the meter, regardless if whether or not a leak is present in the customer's piping. **In the event of water loss, which the system deems is beyond the reasonable control of the consumer, their bill may be adjusted per the leak adjustment policy.**

FIRE PROTECTION

- 35) The North Marshall Water District is not certified as a fire protection district. Therefore, it will not guarantee any flow or pressures at any hydrant, regardless of size. Flush valves are installed at the end of mains per Division of Water regulations. These are for District personnel use only.

CUSTOMER COMPLAINTS

- 36) The District has customer complaint forms available to log any problems a customer may have. The complaint will be addressed as soon as possible and kept on file for 2 years. IF the complaint is not resolved to the customer's satisfaction, the District will advise the customer of their right to file a complaint with the Public Service Commission.

METER TESTING

- 37) The District's computerized billing system flags usage which is at least 25% higher than normal. The District will attempt to determine the cause but cannot guarantee any reading. If the cause cannot be determined after notification, the meter will be tested. The following format will be used for customer notification, of test results:

On (date) the meter bearing identification no. _____, installed in your building located at (street and number) in (city) was tested (on premises, or elsewhere) and found to register (percent fast or slow) _____. The meter was tested on (periodic, request, complaint) test.

Based upon this we herewith (charge or credit) you with the sum of \$ _____, which amount has noted on your regular bill. If you desire a cash refund rather than a credit to your account of any amount overbilled, you must notify this office in writing within seven (7) days of the date of this notice.

CUSTOMER BILL OF RIGHTS

- 38) A copy of the Customer Bill of Rights will be prominently displayed in the District office. The customer will be given a copy when they sign up for water service.

PAYMENT AGREEMENTS

- 39) The District is obliged to accept partial payments from customers who show appropriate need. Service will not be disconnected if partial payments are made before a bill becomes delinquent.

DATE OF ISSUE _____

DATE EFFECTIVE _____

ISSUED BY _____

TITLE _____

Name of Officer

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. _____ dated _____.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 10 1999

PURSUANT TO 807 KAR 5.011.
SECTION 9 (1)

BY: Stephan D Bell
SECRETARY OF THE COMMISSION

Calder

NORTH MARSHALL WATER DISTRICT

**P.O. BOX 850
BENTON, KY 42025
Phone 502-527-3208
Fax 502-527-3039**

WATER LOSS ADJUSTMENT POLICY

In the event of water loss, which the **system** deems beyond the reasonable control of the consumer, their bill may be adjusted as follows:

- A. Water loss will be adjusted using the following formula:
1. The average usage of the consumer for the previous twelve months shall be determined, and the excess of the current period shall be charged at the current wholesale rate, with the difference credited to the consumers account.
 2. If a twelve month history is not available for the consumer, the average usage will be determined by the average usage for all consumers in the same class and then calculated as above.
- B. Such an adjustment will only be made **one (1) time in a given twelve month period**. If more than one break occurs within the same period, any additional adjustment must be approved by the governing body of the Water System.
- C. In order to qualify for a water loss adjustment the consumer must meet the following:
1. Verification by system authorized field representative that has met with consumer and can verify a line loss, and,
 2. If repair work is performed by the homeowner, a copy of the receipt for purchased parts should be submitted at the office, or,
 3. If repair work is performed for hire, a copy of the billing invoice must be submitted at the billing office.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

MAR 10 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

ca/02

FOR Entire Area Served
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

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

_____ SHEET NO. _____

North Marshall Water District
(Name of Utility)

RULES AND REGULATIONS

Make Checks Payable To & Remit To:
North Marshall Water District
P.O. Box 850 • Benton, KY 42025

Make Checks Payable To:
NORTH MARSHALL WATER DISTRICT
PO Box 850 • 56 Frankfort Road
Benton, Kentucky 42025

Phone: 270-527-3208 FAX: 270-527-3039
Office Hours: 8:00 – 4:30 Monday-Friday

CODES

| | |
|-----|------------------------|
| WAT | -Water Charge |
| SEW | -Sewer Charge |
| E | -Estimated Reading |
| TXS | -State Sales Tax |
| TXU | -School Tax |
| LTF | -Late Charge |
| OP | -Overpayment/Credit |
| ARP | -Arrears |
| DPA | -Deposit Applied |
| WLK | -Water Leak Adjustment |

**FAILURE TO RECEIVE BILL DOES NOT
EXCUSE PAYMENT OR LATE FEE**

**There will be a 10% Late Charge if bill is not
paid in full by due date.**

PLEASE RETURN THIS STUB WITH PAYMENT

PLEASE KEEP THIS STUB FOR YOUR RECORDS

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 12 1999

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

BY: Stephen O. Bell
SECRETARY OF THE COMMISSION

DATE OF ISSUE _____
Month / Date / Year

DATE EFFECTIVE _____
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE _____

ADDRESS _____

Calpa

FOR Entire Area Served
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

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

_____ SHEET NO. _____

North Marshall Water District
(Name of Utility)

RULES AND REGULATIONS

Make Checks Payable To & Remit To:
North Marshall Water District
P.O. Box 850 ♦ Benton, KY 42025

Make Checks Payable To:
NORTH MARSHALL WATER DISTRICT
PO Box 850 ♦ 56 Frankfort Road
Benton, Kentucky 42025
Phone: 270-527-3208 FAX: 270-527-3039
Office Hours: 8:00 – 4:30 Monday-Friday

CODES

| | |
|-----|------------------------|
| WAT | -Water Charge |
| SEW | -Sewer Charge |
| E | -Estimated Reading |
| TXS | -State Sales Tax |
| TXU | -School Tax |
| LTF | -Late Charge |
| OP | -Overpayment/Credit |
| ARP | -Arrears |
| DPA | -Deposit Applied |
| WLK | -Water Leak Adjustment |

TERMINATION NOTICE

YOUR PAYMENT WAS NOT RECEIVED BY THE DUE DATE. THE FULL AMOUNT (AMOUNT DUE, PLUS LATE CHARGE) MUST BE RECEIVED AT OUR OFFICE BY THE DUE DATE SHOWN ON THE FRONT OF THIS BILL OR

SERVICE WILL BE DISCONNECTED AND A RECONNECT FEE OF \$20.00 WILL BE ADDED TO YOUR BILL FOR SERVICE TO BE RESTORED.

PLEASE RETURN THIS STUB WITH PAYMENT

PLEASE KEEP THIS STUB FOR YOUR RECORDS

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEC 12 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)

BY: Stephan O Bell

SECRETARY OF THE COMMISSION

DATE OF ISSUE _____
Month / Date / Year

DATE EFFECTIVE _____
Month / Date / Year

ISSUED BY _____
(Signature of Officer)

TITLE _____

ADDRESS _____

ca/02

NORTH MARSHALL WATER DISTRICT
Route 7, Box 184
Benton, Ky 42025

105

CUSTOMER COMPLAINT REPORT

NAME: _____

ADDRESS: _____

ACCOUNT NO: _____

How Reported: _____ In Person _____ Letter

Brief Description of Complaint:

_____ Telephone _____

_____ Other _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 15 1994

To be filled in by the meter reader:

Reading _____

Leak _____ Yes _____ No / Stopped _____ Yes _____ No

Comment _____

Checked by: _____ Date: _____

PURSUANT TO 807 KAR 5011,
SECTION 9(1)

Action Taken: _____ Yes _____ No

Received by: _____

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Date: _____

Received by: _____ Date: _____

20/02

NORTH MARSHALL WATER DISTRICT

ROUTE 7 BOX 184
BENTON, KY 42025

TIME PAYMENT PLAN AGREEMENT

CUSTOMER'S NAME: _____

Customer's Acct # _____

I, undersigned, agree to pay NORTH MARSHALL WATER DISTRICT the amount of \$ _____ on the unpaid balance according to the payment schedule below, on the water bill dated, _____ 19____.

I also agree to have the past due amount and all current bills paid in full no later than _____, 19____. I understand that if payments are not made according to the terms of this agreement, my service will be disconnected without further notice, and if disconnection occurs, a \$20.00 reconnect fee must be paid .. If reconnection occurs other than during normal business hours, a \$35.00 reconnection fee must be paid.

A returned check received on the account at anytime will result in disconnection and a \$20.00 returned check charge will be added. Disconnection will be made without notification if a check is returned. Should it be necessary to disconnect service for a returned check, FULL PAYMENT of the unpaid balance, plus the current bill and service charges must be paid in CASH or MONEY ORDER in order for service to be restored.

| Amount | Date Due | Date Paid |
|-------------------|----------|-----------|
| \$ _____ on _____ | _____ | _____ |
| \$ _____ on _____ | _____ | _____ |
| \$ _____ on _____ | _____ | _____ |
| \$ _____ on _____ | _____ | _____ |

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Customer's Signature _____ NOV 15 1994

Date Signed _____

Employee's Signature _____

PURSUANT TO 807 KAR 5.011,
SECTION 9(1)
BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

Handwritten: C2/02

NORTH MARSHALL WATER DISTRICT
ROUTE 7, BOX 184
BENTON, KY. 42025

SERVICE APPLICATION FOR WATER

This agreement between the North Marshall Water District a non-profit water district organized under the Rules & Regulation of the Commonwealth of Kentucky, hereinafter called the Supplier and :

NAME & ADDRESS OF APPLICANT

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

hereinafter called the user:

WITNESSETH

WHEREAS, the User desires to purchase domestic, commercial, industrial or farmstead portable water from the Supplier, and to enter into a water user's agreement as required by the Public Service Commission of Kentucky and the Supplier.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed;

The Supplier shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic purposes as the User may desire in connection with his occupancy of the following described property.

The User shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Supplier at the nearest place of desired use by the User, provided the Supplier has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The User agrees to pay for water at such rates, time and place as shall be determined by the Supplier, and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Supplier shall tap the main for each service, install a cutoff valve and a water meter. The water meter shall be placed on the User's property immediately adjacent to his property line at a point agreed upon between the User and the Supplier. The User shall execute an easement to Supplier for the placement of said meter. The Supplier shall retain ownership of and have exclusive right to use, maintain, repair, replace and remove such cutoff valve and water meter and to turn it on and off.

The Supplier shall have final jurisdiction in any allocation of water to Users in the event of a water shortage, and may shut off water to a User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all the needs of all Users, or in the event there is a shortage of water, the Supplier may prorate the water available among the various Users on such basis as is deemed reasonable and fair by the governing Board of the Supplier, with adjustments in charges therefor. The Board of Commissioners may also prescribe a schedule of hours covering use of water for lawns and gardens and for other high usages not of essential nature, and may require adherence thereto or prohibit the use of water for such purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of all the Users, the Supplier must first satisfy all the needs of all Users domestic and commercial purposes before supplying any water for gardens, lawns and nonessential high usages.

The User agrees to comply with the requirements of the Public Service Commission of Kentucky that no other present or future source of water will be connected to any water lines served by the Supplier's water lines.

The User shall connect his service lines to the Supplier's distribution system at the Supplier's meter, and shall commence to use water from the system on the date that the water is made available to the User by the Supplier, or, if no water is used for a period following such date, shall pay the equivalent of a minimum charge for each month following the date on which the Supplier installs the User's meter, or on which this Agreement is signed, whichever is later. Water charges to the User shall commence on the date that the service is made available.

User agrees to be bound by the Rules and Regulations of the Supplier. The failure of a User to pay water charges duly imposed shall result in the automatic imposition of the approved penalties and termination procedures.

In the event it becomes necessary for the Supplier to shut off the water from a User's property, a fee will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have hereunto executed this Agreement this _____

day of _____ 19 _____

SUPPLIER: NORTH MARSHALL WATER DISTRICT
ROUTE 7, BOX 184
BENTON, KY. 42025

(SEAL)
ATTEST:

USER: _____
Signature

BY _____
BOARD CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

NOV 15 1994

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

BY: Jordan C. Neal
FOR THE PUBLIC SERVICE COMMISSION

NOTARY PUBLIC

Handwritten signature/initials

NORTH MARSHALL WATER DISTRICT
ROUTE 7, BOX 184
BENTON, KY. 42025

SERVICE APPLICATION FOR WATER

This agreement between the North Marshall Water District a non-profit water district organized under the Rules & Regulation of the Commonwealth of Kentucky, hereinafter called the Supplier and :

NAME & ADDRESS OF APPLICANT

NAME: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

hereinafter called the user:

WITNESSETH

WHEREAS, the User desires to purchase domestic, commercial, industrial or farmstead portable water from the Supplier, and to enter into a water user's agreement as required by the Public Service Commission of Kentucky and the Supplier.

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, it is hereby understood and agreed;

The Supplier shall furnish, subject to the limitations hereinafter provided for, such quantity of water for domestic purposes as the User may desire in connection with his occupancy of the following described property.

The User shall install and maintain at his own expense a service line which shall begin at the meter and extend to the dwelling or place of use. The service line shall connect with the distribution system of the Supplier at the nearest place of desired use by the User, provided the Supplier has determined in advance that the system is of sufficient capacity to permit delivery of water at that point.

The User agrees to pay for water at such rates, time and place as shall be determined by the Supplier, and agrees to the penalties for noncompliance with the above as set out in the current Rules and Regulations.

The Supplier shall tap the main for each service, install a cutoff valve and a water meter. The water meter shall be placed on the User's property immediately adjacent to his property line at a point agreed upon between the User and the Supplier. The User shall execute an easement to Supplier for the placement of said meter. The Supplier shall retain ownership of and have exclusive right to use, maintain, repair, replace and remove such cutoff valve and water meter and to turn it on and off.

The Supplier shall have final jurisdiction in any allocation of water to Users in the event of a water shortage, and may shut off water to a User who allows a connection or extension to be made to his service line for the purpose of supplying water to another user. In the event the total water supply shall be insufficient to meet all the needs of all Users, or in the event there is a shortage of water, the Supplier may prorate the water available among the various Users on such basis as is deemed reasonable and fair by the governing Board of the Supplier, with adjustments in charges therefor. The Board of Commissioners may also prescribe a schedule of hours covering use of water for lawns and gardens and for other high usages not of essential nature, and may require adherence thereto or prohibit the use of water for such purposes; provided that, if at any time the total water supply shall be insufficient to meet all the needs of all the Users, the Supplier must first satisfy all the needs of all Users domestic and commercial purposes before supplying any water for gardens, lawns and nonessential high usages.

The User agrees to comply with the requirements of the Public Service Commission of Kentucky that no other present or future source of water will be connected to any water lines served by the Supplier's water lines.

The User shall connect his service lines to the Supplier's distribution system at the Supplier's meter, and shall commence to use water from the system on the date that the water is made available to the User by the Supplier, or, if no water is used for a period following such date, shall pay the equivalent of a minimum charge for each month following the date on which the Supplier installs the User's meter, or on which this Agreement is signed, whichever is later. Water charges to the User shall commence on the date that the service is made available.

User agrees to be bound by the Rules and Regulations of the Supplier. The failure of a User to pay water charges duly imposed shall result in the automatic imposition of the approved penalties and termination procedures.

In the event it becomes necessary for the Supplier to shut off the water from a User's property, a fee will be charged for a reconnection of the service.

IN WITNESS WHEREOF, we have hereunto executed this Agreement this _____

day of _____ 19 _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SUPPLIER: NORTH MARSHALL WATER DISTRICT
ROUTE 7, BOX 184
BENTON, KY. 42025

NOV 15 1994

(SEAL)
ATTEST:

BY _____
BOARD CHAIRMAN

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

USER: _____
Signature

BY: Jordan C. Neal
NON-PROFIT PUBLIC

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 05 1999

PURSUANT TO 807 KAR 5.011,
SECTION 9 (1)
BY: Stephan D Bell
SECRETARY OF THE COMMISSION

**NORTH MARSHALL WATER DISTRICT
WATER MAIN EXTENSION AGREEMENT
APPLICABLE ONLY FOR RESIDENTIAL NON-SUBDIVISION EXTENSIONS**

This contract entered into by and between the **NORTH MARSHALL WATER DISTRICT** and the following applicant(s):

for the purpose of extending a water main beginning at _____ and running to a point ending at _____. The District shall determine the total cost of the main extension (exclusive of the meter connections) and the total length of the extension. In order to assure an adequate supply of water the design and construction of the water main and any appurtenances shall be under the control and direct supervision of the District. Such control shall include size of pipe, type of pipe, service taps, lateral main taps, installation and all future operation and maintenance of the water main.

The total length of the main extension is _____ linear feet of _____ inch PVC. The District requires a minimum of one three (3) inch post hydrant and valve to be placed on the end of the water main. The total cost of the main extension is \$ _____.

The District shall pay that portion of the cost of the water main extension equal to 50 feet for each of the above applicants. That part of the cost not covered by the District's portion shall be contributed at \$ _____ each by the first _____ applicants. Any applicant may contribute more than one share toward the cost of the water main if they wish to do so. Such additional contribution by any applicant(s) shall receive refunds equal to the number of shares paid for.

If there are fewer than _____ original applicants who sign this contract, the District shall temporarily finance the remaining portion required to construct the main extension. As applicants apply for water service and until a total of _____ applicants have paid, each new applicant will pay the district \$ _____ towards the construction of the main. After _____ applicants have paid, the District will refund to the original _____ applicants and any additional customers who have contributed to the total cost that amount necessary to reduce their contribution to the currently calculated amount for each customer connected to the extension. The refund period will be for **ten (10) years** beginning from the date of the contract.

In no event shall any contributor be refunded more than the amount paid to the District toward the cost of the main.

All lateral or continued water main extensions from this extension shall be considered a new main extension and the applicants of the new main extension **shall not** be required to contribute to the cost of the original water main extension.

ca/oa

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

AUG 05 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

North Marshall Water District
Water Main Extension Agreement
Page 2

IN WITNESS WHEREOF, the parties have set their hands and seal to the above agreement on this the _____ day of _____, _____.

**BOARD OF COMMISSIONERS
NORTH MARSHALL WATER DISTRICT
MARSHALL COUNTY, KENTUCKY**

APPLICANT(s)

By: _____

Title: _____

ATTEST: (seal)

Notary: _____

My commission expires: _____

ca/02

NORTH MARSHALL WATER DISTRICT
P O BOX 850
BENTON, KY 42025
Phone 270-527-3208
Fax 270-527-3039
WATER LOSS ADJUSTMENT POLICY

JUL 21 1999

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Stephan D. Bell
SECRETARY OF THE COMMISSION

In the event of water loss, which the **system** deems beyond the reasonable control of the consumer, their bill may be adjusted as follows:

A. Water loss will be adjusted using the following formula:

1. The average usage of the consumer for the previous twelve months shall be determined, and the excess of the current period shall be charged at the current rate, with the difference credited to the consumers account.
2. If a twelve month history is not available for the consumer, the average usage will be determined by the average usage for all consumers in the same class and then calculated as above.

B. Such an adjustment will only be made **one (1) time in a given twelve month period**. If more than one break occurs within the same period, any additional adjustment must be approved by the governing body of the Water System.

C. In order to qualify for a water loss adjustment, the consumer must meet the following:

1. Verification by system authorized field representative that has met with consumer and can verify a line loss, and,
2. If repair work is performed by the homeowner, a copy of the receipt for purchased parts should be submitted at the office, or,
3. If repair work is performed for hire, a copy of the billing invoice must be submitted at the billing office.

ca/02