ADAIR COUNTY WATER DISTRICT

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

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

ADAIR COUNTY WATER DISTRICT
OF
ADAIR COUNTY, KENTUCKY

Rates, Rules and Regulations for Furnishing

Water Service

AT

ADAIR COUNTY, KENTUCKY

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

Filed with PUBLIC SERVICE COMMISSION OF KENTUCKY

APR 13 1995

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

ISSUED March 14, **19**95 **EFFECTIVE** ....., **19**....

ISSUED BY ADAIR COUNTY WATER DISTRICT
(Name of Utility)

BY Bruce Willis Manager

FOR Entire Service Area
Community, Town or City

P.S.C. KY. NO. 1

Original SHEET NO. 1
CANCELLING P.S.C. KY. NO.

SHEET NO.

Adair County Water District.
(Name of Utility)

RATES AND CHARGES

Monthly Water Rates

5/8 x 3/4 Inch Meter

First	2,000	Gallons	$ 19.90	Minimum Bill
Next	3,000	Gallons	7.00	Per 1,000 Gallons
Next	5,000	Gallons	6.25	Per 1,000 Gallons
Next	15,000	Gallons	5.20	Per 1,000 Gallons
All Over	25,000	Gallons	4.45	Per 1,000 Gallons

1 Inch Meter

First	5,000	Gallons	$ 40.90	Minimum Bill
Next	5,000	Gallons	6.25	Per 1,000 Gallons
Next	15,000	Gallons	5.20	Per 1,000 Gallons
All Over	25,000	Gallons	4.45	Per 1,000 Gallons

1 1/2 Inch Meter

First	10,000	Gallons	$ 72.15	Minimum Bill
Next	15,000	Gallons	5.20	Per 1,000 Gallons
All Over	25,000	Gallons	4.45	Per 1,000 Gallons

2 Inch Meter

First	16,000	Gallons	$ 103.35	Minimum Bill
Next	9,000	Gallons	5.20	Per 1,000 Gallons
All Over	25,000	Gallons	4.45	Per 1,000 Gallons

DATE OF ISSUE February 3, 2012
Month / Date / Year

DATE EFFECTIVE February 3, 2012
Month / Date / Year

ISSUED BY Danny Downs
(Signature of Officer)

TITLE CHAIRMAN

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. 2012-00018 DATED 2-3-12

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Bunt Kirtley

EFFECTIVE

2/3/2012

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

FOR Adair County, Columbia, KY
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

Adair Co. Water District
(Name of Utility)

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

_____ SHEET NO. _____

RATES AND CHARGES

SPECIAL NON-RECURRING CHARGES:

Meter Connection/Tap-on Fee 5/8" X ¾" Meter	$600.00
Deposits	$50.00
Connection/Turn On Charge	$30.00
Connection/Turn On Charge (After Hours)	$50.00
Meter Re-Read Charge	$30.00
Meter Re-Read Charge (After Hours)	$50.00
Meter Test Charge	$50.00
Re-Connection Charge	$30.00
Re-Connection Charge (After Hours)	$50.00
Returned Check Charge	$25.00
Service Call/Investigation Charge	$30.00
Service Call/Investigation Charge (After Hours)	$50.00
Meter Reading Re-Check Charge	$30.00
Meter Reading Re-Check Charge (After Hours)	$50.00

DATE OF ISSUE 01/15/2009
Month / Date / Year

DATE EFFECTIVE 04/01/2009
Month / Date / Year

ISSUED BY Danny Brown
(Signature of Officer)

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00474 DATED 1/15/2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/15/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By Jeff Derouen
Executive Director

FOR Columbia, Adair County, Kentucky
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

Adair County Water District
(Name of Utility)

CANCELLING P.S.C. KY. NO _____

_____ SHEET NO. _____

RATES AND CHARGES

B. METER CONNECTION/TAP-ON CHARGES:

~~5/8 x 3/4 Inch Meter~~	~~$400.00~~ Cancelled January 15, 2009
1 Inch Meter	Actual Cost
1 1/2 Inch Meter	Actual Cost
2 Inch Meter	Actual Cost

DATE OF ISSUE _____
Month / Date / Year

DATE EFFECTIVE _____
Month / Date / Year

ISSUED BY Lennon Stone
(Signature of Officer)

TITLE Manager

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
6/28/2004
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Form for Filing Rate Schedules

For ADAIR COUNTY WATER DISTRICT
Community, Town or City

P.S.C. NO. 7026-1

ORIGINAL SHEET NO. 2

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

ADAIR COUNTY WATER DISTRICT
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

	RATE PER UNIT

PURCHASED WATER ADJUSTMENT CLAUSE

Tabulation Form to be used for purchased water adjustments in accordance with 807 KAR 5:067, Purchased Water Adjustment Clause, as adopted by the Public Service Commission.

1. Volume of water purchased for 12-month period ended _____ (which is within 3 months of effective date of supplier's rate change) 1/ _____ M Gal.

2. Cost at new rates $_____

3. Cost at Base Rate $_____

4. Total change in cost (Item 2 minus Item 3) $_____

5. Volume sold for same period as in Item 1 _____ M Gal.

6. PWA per M gallon sold (Item 4 divided by Item 5) _____ ¢

NOTE 1: Item 1 cannot, for this computation table, exceed Item 5 divided by .85.

NOTE

On January 28, 1983 an Order that for the purpose of future applications of the purchased water adjustment clause of Adair County Water District, the base rate for purchased water shall be:

SUPPLIER	RATE
City of Columbia	$.85 per 1,000 gallons

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 01 1983

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

BY: Pleaban

DATE OF ISSUE MARCH 12, 1983

DATE EFFECTIVE JANUARY 28, 1983

ISSUED BY [signature]
Name of Officer

TITLE CHAIRMAN

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 7026-1 dated 1-28-83.

Form for filing Rate Schedules

For ADAIR CO. WATER DISTRICT
Community, Town or City

P.S.C. NO. 1

Original SHEET NO. 3

ADAIR CO. WATER DISTRICT
Name of Issuing Corporation

CANCELLING P.S.C. NO. -

- SHEET NO. -

CLASSIFICATION OF SERVICE

	RATE PER UNIT
PURCHASED WATER ADJUSTMENT CLAUSE (CONT.)	

In the event a refund is received from the supplier for amounts previously paid, the following tabulations will be made:

1. Total refund received $_____
2. Total amount of water estimated to be sold during 2 month period beginning with the first day of the month following recept of the refund _____ M. Gal.
3. Refund factor per unit of water sold (Item 1 divided by Item 2) _____ ¢
4. The refund factor may be adjusted in the final month to more accurately reflect the amount to be refunded.

RECEIVED

APR 11 1983

RATES AND TARIFFS

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JAN 01 1983

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

BY: [signature]

DATE OF ISSUE MARCH , 1983

DATE EFFECTIVE January 28, 1983

ISSUED BY [signature]
Name of Officer

TITLE CHAIRMAN

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 7026-1 dated January 28, 1983.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 11 1986

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: J. Deogregan

FOR Entire District

P.S.C. Ky. No. _____

Original Sheet No. 1

Adair Co. Water District

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

Original Sheet No. 1

RULES AND REGULATIONS

Additional Rules and Regulations: These Rules and Regulations are in addition to the Kentucky Public Service Commission rules as of October 23, 1985.

Application for Service: Each prospective customer desiring water service is required to sign the District's Standard Water Service Contract before service is supplied by the District. No service will be installed unless there is a main distribution line existing along the road from which service is requested. If service is desired on the same side of the road as the water main, the meter shall be installed within five feet of the water main. If service is desired on the opposite side of the road from the water main, the service line will be run under the road and the meter installed on private property adjacent to the highway right of way. If the distance from the main to either side of the road is greater than 50 feet, the customer will be required to pay the cost of installing the pipe for the additional footage. A contribution in aid of construction as provided in the Schedules of Rates and Charges must be paid on all new connections to the existing water line. Applications for service connection installation will not be processed if the applicant is indebted to the District on a past due bad debt, account, or in any other fashion whatsoever. Extensions to the utility main shall be in accordance with 807 KAR 5:066.

Billing: Bills will be rendered monthly and shall be paid within ten (10) days from date of bill at the Office of District. Failure to receive bill will not release customer from payment obligations. Should bills not be paid as above, the District may at any time subsequent to twenty(20) days after the mailing date of the original bill, and upon at least forty-eight (48 hours written notice, discontinue service. Said termination notice shall be exclusive of and seperate from the original bill. If, prior to the discontinuance of service, there is delivered to the District office payment of the amount in arrears, then discontinuance of service shall not be made, or as to residential services where a written certificate is filed, signed by a physician, a registered nurse or a public health officer stating that in the opinion of the person making certification, discontinuance of service will aggravate an existing illness or infirmity on the affected premises, service shall not be discontinued until the affected resident can make other living arrangements or until ten(10) days elapse from the time of the District's notification. Bills paid on or before the final date of payment shall be payable at the net rates, but thereafter the gross rates shall apply as provided in the Schedule of Rates and Charges. Should the final

DATE OF ISSUE 10 24 1985 (Month Day Year)

DATE EFFECTIVE _____ (Month Day Year)

ISSUED BY H. M. Roach (Name of Officer) Chairman (Title) Columbia, Ky. (Address)

date for payment of the bill at the net rates fall on a Sunday or holiday, the business day next following the final date will be held as a day of grace for delivery of payment.

Deposit: A deposit equal to approximately 2/12 the average monthly water bill may be required of any customer before water service is supplied. The District may at its option return the deposit plus six percent(6) annual interest to the customer after one year. Upon terminstion of service, deposit and interest may be applied by the District against any unpaid bills of the customer, and if any balance remains after such application is made, said balance shall be refunded to the customer. Upon demand by the customer, the District will pay or credit bill of customer with interest at the end of each year from date of deposit, providing demand is made by the customer for payment or credit. In the absence of such demand interest continues to run, but the District may voluntarily credit the bill with interest. C4-95

Discontinuance of Service by District: District may refuse to connect or may discontinue service for the violation of any of its Rules and Regulations or for violation of any of the provisions of the Schedule of Rates and the Charges, or of the customer service contract. District may discontinue service to customer for the theft of water or the appearance of water theft devices on premises of customer. The District shall not be required to restore service until the customer has complied with all rules and regulations of the Commission and the District has been reimbursed for the estimated amount of the service rendered and for any cost incurred by reason of the fraudulent use. All discontinuance of services is subject to the Notice Requirements of 807 KAR 5:006.

Termination of Contract by Contract: Customers who have fulfilled their contract terms and wish to discontinue service must give at least three(3) days written notice, or in person, to that effect, unless contract specified otherwise.

Point of Delivery: The point of delivery is the point where the meter is located on the customer's premises. All water lines, plumbing, and equipment beyond the meter shall be installed and maintained by the customer.

Customer's Service Line: All service lines beyond the metering point shall be installed of material consisting of copper, galvanized, or PVC pipe with rating of not less than CL. 200. The size of service line beyond the point of delivery should not be less than 3/4"; however, a larger size may be needed to provide adequate service. If the customer's point of use is at a

higher elevation than the point of delivery, the customer should consult with a reputable engineering firm to size the service line from the point of delivery.

Non-Standard Service: Customer shall pay the cost of any special installation necessary to meet his peculiar requiremants for service other than standard water tap.

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

Notice of Trouble: Customer shall notify the District immediatly should the service be unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the supply of water. Such notices, if verbal should be confirmed in writing.

Interruption of Service: The District will use reasonable diligence in supplying water service and shall make effort to notify affected customers in the event of a service interruption and approximate time of service restoration.

Right of Access: The customer must agree to permit the District to lay, maintain, repair or remove such water lines which is the property of the District located on the customer's property with the right of ingress and egress over customer's property. The District's duly authorized representative and/or other duly authorized employee of the State Health Dept. bearing proper credentials and shall be permitted to enter upon all property for the purpose of inspection, observation, measurement, sampling and testing, in accordance with the provisions of the Rules and Regulations.

Relocation of Water Facilities: District may, at the request of customer, relocate or change existing District-owned equipment. Customer must reimburse District for such changes at actual cost.

Damage to District's Water System: No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure appurtenance, or equipment which is a part of the District's water works. Any person violating this provision shall be subject to discontinuation of water service and shall pay the cost of repairing or replacing the

pipe or appurtenances as may be determined by a court of law having jurisdiction.

Bill Adjustment: In conformity with 807 KAR 5:006, Section 9 of Commission regulation, whenever a meter isfound upon periodic request or complaint test to be more than two percent(2%) fast or two percent(2%) slow, then the customer's bill will be recomputed for the period in which the meter error occurred. If the period in which the meter error existed is unknown, then the bill will be recomputed for one-half(½) of the elapsed time since the last previous test, but in no case to exceed twelve(12) months. When a meter is tested and it is found necessary to make a refund or back bill a customer, the customer shall be given written notification of the date, location, and results of the test, as well as the amount to be deducted from or added to his regular bill.

Fire Hydrants: The District will contract with fire protection districts, volunteer fire departments, developers and others to install and maintain fire hydrants and supply water for fire protection; provided, however, that such users cannot use pumps to pull water from the hydrants, and use of hydrants be strictly limited to authorized periodic drill purposes and emergency fire fighting use only.

Purchased Water Adjustment Clause: The District will implement upon PSC approval a purchased water adjustment designed to recover the increased costs of water purchased due to the fact that the District is not financially able to absorb the increased costs from its supplier.

Revisions: These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time by two(2) following methods;

1. By order of the Public Service Commission upon formal application by the District, and after hearing, as provided by Commission regulation set forth in 807 KAR 5:011.
2. By issuing and filing on at least twenty (20) days notice to the Commission and the public all proposed changes in the Rules and Regulation, as provided by Commission regulations set forth in 807 KAR 5:011.

Conflict: In case of conflict between any provisions of any rate schedule and the Schedule of Rules and Regulations, the rate schedule shall apply.

Scope: This Schedule of Rules and Regulations is a part of all contracts for receiving water service from the District, and applies to all

FOR Entire District

P.S.C. Ky. No.

Original Sheet No. 5

Adair Co. Water District

Cancelling P.S.C. Ky. No.

Original Sheet No. 5

RULES AND REGULATIONS

service received from the District whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of the District's Schedule of Rates and Charges, shall be kept open to inspection at the Office of the District.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 11 1986

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: J. Deoghegan

DATE OF ISSUE 10 24 1985
Month Day Year

DATE EFFECTIVE
Month Day Year

ISSUED BY
Name of Officer

Chairman
Title

Columbia, Ky.
Address

FOR Adair County, Columbia, KY
Community, Town or City

P.S.C. KY. NO. _____

_____ SHEET NO. _____

Adair County Water District
(Name of Utility)

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

_____ SHEET NO. _____

RULES AND REGULATIONS

SCHEDULE OF SPECIAL SERVICE CHARGES

1. Connection/Turn On Charge: A charge of $30.00 shall be made for all service connections made during regular working hours. After hours charge will be $50.00.

2. Meter Re-Read Charge: A charge of $30.00 shall be made for a trip to recheck a meter reading when the customer requests the meter to be reread and the meter was not misread. After hours charge will be $50.00.

3. Meter Test Charge: Upon request and payment of $50.00 a customer may have his/her meter tested provided request by the customer is not more than once each twelve months. If such test shows the meter to be more than two percent fast, a refund of the $50.00 charge will be made and the bill adjusted accordingly.

4. Re-Connection Charge: A charge of $30.00 shall be made for all reconnections of meters due to customer being delinquent on their account. After hours charge will be $50.00.

5. Return Check Charge: A charge of $25.00 shall be made on all return checks.

6. Service Call/Investigation Charge: A charge of $30.00 per trip shall be made for service investigation during regular business hours if interruption of service is not caused by failure of District's facilities. After hours charge will be $50.00.

DATE OF ISSUE 01/15/2009
Month / Date / Year

DATE EFFECTIVE 04/01/2009
Month / Date / Year

ISSUED BY Danny Downey
(Signature of Officer)

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2008-00474 DATED 1/15/2009

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
1/15/2009
PURSUANT TO 807 KAR 5:011
SECTION 9 (1)

By _____
Executive Director

Form for filing Rate Schedules

For Adair, Columbia, Ky
Community, Town or City

P.S.C. NO. _____

Cancelling a Portion of SHEET NO. #2

CANCELLING P.S.C. NO. _____

Adding SHEET NO. #7

Adair County Water District
Name of Issuing Corporation

RULES AND REGULATIONS

DEPOSIT'S

The District may require a minimum cash deposit or other quaranty to secure payment of bills

Service may be refused or discontinued for failure to pay the requested deposit. Interest, as prescribed by KRS 278.460 will be paid annually by refund to the customer except that no refund or credit will be made if the customer's bill is delinquent on the anniversary date of the deposit.

The deposit may be waived upon a customer's showing of satisfactory credit or payment history, and required deposits will be returned after one (1) year if the customer has established a satisfactory payment record for that period. If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, a deposit may then be required. The District may require a deposit in addition to the initial deposit if the customer's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit, any principal amounts, and any interest earned and owing will be credited to the final bill with any remainder refunded to the customer.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

APR 13 1995

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

In determining whether a deposit will be required or waived, the following criteria will be considered:

1. Previous payment history with the District. If the customer has no previous history with the District, statements from other utilities, banks, etc. may be presented by the customer as evidence of good credit.
2. Whether the customer has an established income or line of credit.
3. Length of time the customer has resided or been

DATE OF ISSUE March 14, 1995 DATE EFFECTIVE _____

ISSUED BY Bruce Wilkins TITLE Manager
Name of Officer

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

Form for filing Rate Schedules

For Adair Columbia, KY
Community, Town or City

P.S.C. NO. _____
Cancelling a
portion of SHEET NO. #2

CANCELLING P.S.C. NO. _____

Adding SHEET NO. #8

Adair County Water District
Name of Issuing Corporation

Rules & Regulations

DEPOSIT'S CONT.

located in the area.

4. Whether the customer owns property in the area.

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

Upon the payment of such deposits, the District shall issue to such customer a certificate of deposit, showing the name of the customer, the location of the initial premises occupied by the customer, and the date and amount of the deposit.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 13 1995

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

DATE OF ISSUE March 14, 1995

DATE EFFECTIVE _____

ISSUED BY Bruce Wilhite
Name of Officer

TITLE Manager

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

Adair County Water District

RULES AND REGULATIONS

EXTENSION OF SERVICE

The extension of new water service shall fall under one of the following three options:

OPTION 1 - Service extensions in accordance with 807 KAR 5:066 Section 12.

OPTION 2 - Designed specifically for subdivision development, this option provides water service to developing subdivisions through the Water District and the land developer in accordance with the following:

DEVELOPERS PROCEDURES AND REQUIREMENTS

1) The developer shall meet with a representative of the Water District to discuss the location of the development, the lines in the area, pressure, etc.
2) The developer is to submit a plan layout showing lines and easements to be dedicated to Water District for their review.
3) The plans are to be prepared by a licensed professional engineer.
4) The Water District will write a letter to accompany the developer's plans to the Division of Water -stating that they are aware of the project and will accept the lines into their system for operation and maintenance. The developer is hereby made aware that he is responsible for a $150.00 filing fee required by the Division of Water. N
5) After approval by the state, the Water District is to be notified of the construction date so that the district can monitor construction, check pipe, etc.
6) When the project is finished, the Water District is to be notified when pressure testing and disinfection are to be performed.
7) The developer shall provide a written certification by a licensed professional engineer to the Water District that work was completed in accord with the plans and specifications and a final plat showing any changes in location, etc., if there were any changes.

Additionally, the following agreement shall be signed and dated by both the developer and the Water District representative.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 01 1998

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

DATE OF ISSUE November (Month) 5 (Day) 1997 (Year) DATE EFFECTIVE ~~January (Month) 1 (Day) 1998 (Year)~~

ISSUED BY _____ (Name of Officer) _____ (Title) P.O. Box 567, Columbia, KY 42728 (Address)

For Adair County, Columbia, KY
P.S.C. Ky. No. _____
Original Sheet No. 13
Canceling P. S. C. Ky. No. _____
_____ Sheet No. _____

Adair County Water District

RULES AND REGULATIONS

AGGREMENT

THIS AGREEMENT made and entered into this ____ day of _____, _____, by and between the ADAIR COUNTY WATER DISTRICT, hereinafter called the "DISTRICT", and _____ N
of _____, Kentucky, hereinafter called in "DEVELOPER", whether one or more,

WITNESSETH:

WHEREAS, the District is engaged in the transmission and sale of potable water; and WHEREAS, the Developer is the owner of real property capable of being sub-divided, or is a potential customer of the District within an area which has been sub-divided and has no public water service; and

WHEREAS, the District desires to serve the Developer with water and the Developer desires to receive such water service, but the District has not the funds, equipment or manpower to lay and construct lines to serve the Developer; N

NOW, THEREFORE, THE PARTIES AGREE:

1. The Developer shall prepare and submit plans for the construction of water transmission lines, which shall comply with the regulations of all responsible agencies of the Commonwealth of Kentucky at the cost of the Developer. Said plans shall be prepared in consultation with, and approval of the manager of the District and shall comply with the specifications, and rules and regulations established by the District. After approval by the appropriate state agencies, said plans shall be submitted to the commissioners of the District for consideration of approval. N

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 01 1998

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

DATE OF ISSUE November 5 1997 (Month Day Year) DATE EFFECTIVE January 1 1998 (Month Day Year)

ISSUED BY _____ (Name of Officer) _____ (Title) P.O. Box 567, Columbia, KY 42728 (Address)

RULES AND REGULATIONS

AGREEMENT CONT'D.

2. The Developer shall construct the water transmission lines and their required fixtures and appurtenances at its sole cost, subject to the right of the District to inspect said construction at any and all times. Inspection by the District shall not be an undertaking by the District of any supervision of construction, but upon N evidence of failure to comply with the specifications, the District may notify the Developer to halt construction of the project until deficiencies are remedied, and the Developer shall immediately halt construction until the deficiencies are remedied.

3. The Developer shall obtain and provide all necessary easements, licenses or permits for right-of-way required for the transmission lines at no cost to the District and in the name of the District.

4. The Developer shall prepare a statement of construction cost upon completion and deliver the same to the District where it shall be open to public examination.

5. Upon completion of construction and acceptance by the District, the Developer shall relinquish any and all control over the water lines covered by this Agreement and the District shall thereafter be N responsible for maintenance of the extended system and said water system shall immediately become an asset of the District.

6. The Developer is responsible for a one year warranty period on the water line, valves and all appurtenances, which warranty will be for the benefit of the Adair County Water District. The Developer will reimburse to the District the cost of any repairs incurred by the District during this period. The warranty period will begin upon acceptance of bacteriological test and will extend for a period of one year from that date.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE N

JUN 01 1998

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

DATE OF ISSUE November 5 1997 (Month Day Year) DATE EFFECTIVE ~~January 1 1998~~ (Month Day Year)

ISSUED BY [signature] (Name of Officer) [signature] (Title) P.O. Box 567, Columbia, KY 42728 (Address)

Adair County Water District

RULES AND REGULATIONS

AGREEMENT CONT'D.

7. A Developer desiring an extension to be installed in a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year for a period of ten (10) years, the utility shall refund to the Developer who paid for the extension a sum equal to the cost of fifty (50) feet of the extension installed for each new customer connected during the year whose service line is directly connected to the extension installed by the Developer and not to extensions or laterals therefrom. The amount of cost of 50 ft. of extension refunded to the developer shall be defined as the total cost of the extension (as submitted in item 4 above) divided by the total footage of the extension multiplied by 50. The total amount refunded shall not exceed the cost to the Developer. No refund shall be made after the ten-year period expires. N

8. The Developer shall notify the District when construction is complete, including all construction clean-up, bacteriological approval and pressure testing. The District will accept possession of the water transmission line for the purpose of meter installing and serving customers and general maintenance; and the Developer shall convey the title to all water transmission lines, their appurtenances, to the District, its successor and assigns, with covenants that there are no liens or encumbrances on said lines. N

DEVELOPER DATE

DISTRICT DATE

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 01 1998

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

DATE OF ISSUE November 5 1997 (Month Day Year) DATE EFFECTIVE ~~January 1 1998~~ (Month Day Year)

ISSUED BY [signature] (Name of Officer) [signature] (Title) P.O. Box 567, Columbia, KY 42728 (Address)

RULES AND REGULATIONS

AGREEMENT CONT'D.

RECEIPT

I, _____, do hereby acknowledge that I have received from the Adair County Water District all of the following items that are rules, regulations, specifications, and documents that I have agreed to abide by in constructing water lines in a subdivision, namely _____, that I am developing. The items I acknowledge are as follows, to wit: N

(1) Procedures & Requirements for Developers

(2) Agreement

(3) General Specifications

(4) Detailed Specifications

This the _____ day of _____, _____.

_____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUN 01 1998

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

DATE OF ISSUE November 5 1997 (Month Day Year) DATE EFFECTIVE ~~January 1 1998~~ (Month Day Year)

ISSUED BY _____ (Name of Officer, Title) P.O. Box 567, Columbia, KY 42728 (Address)

SEND PAYMENTS TO: Adair County Water Dist.
109 Grant Lane
P.O. Box 567
Columbia, KY 42728
Phone: 384-2181
Emergency Phone
384-5665 – 384-6331

PLEASE FORWARD

FIRST CLASS MAIL
U.S. POSTAGE PAID
PERMIT NO. 25

100100100			
02/28/95	01/20	02/20	31
2000	4000	2000	

John Doe
100 Doe Lane
Doeville, KY
42278

Water charge	11.55
School Tax	.35

RETURN THIS STUB WITH PAYMENT

03/10/95	100100100

03/10/95		13.06	11.90

13.06	11.90

SERVICE ADDRESS ▷ 100 Doe Lane

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

APR 13 1995

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: [signature]
FOR THE PUBLIC SERVICE COMMISSION

Phone # _____

SS# _____

Permit Needed _____

Columbia/Adair Utilities District

WATER & SEWER USER AGREEMENT

Water Tap _____

Sewer Tap _____

This agreement entered into between _____
(User's Name)

Whose mailing address is _____

Hereinafter called "USER", and the COLMBIA/ADAIR UTILITIES DISTRICT, P.O. Box 567, 109 Grant Lane, Columbia, KY 42728, hereinafter called "SUPPLIER".

WHEREAS, the USER desires to purchase water or obtain a sewer tap from the SUPPLIER, the USER hereby enters into this user's agreement as required by the Bylaws of the SUPPLIER.

NOW, THEREFORE, in consideration of the mutual convenants, promises and agreements herein contained, it is hereby understood and agreed by the parties hereto as follows:

The SUPPLIER shall furnish, subject to the limitations set out in its Bylaws, Rules and Regulations now in force or as hereafter amended, such quantity of water as the USER may desire in connection with the property to be served by this agreement. The property to be served is a ☐ Single family Residential/ Owner, ☐ Multi-family (Duplex, Apartment), ☐ Commercial/Industrial, ☐ Single Family residential/Rental Property, ☐ Mobile Home, ☐ Agricultural(Non-Person Occupied Building)

Located on _____
(Service Address, Street, Road, Etc.)

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 for all new water taps. The location of the meter on the property will be determined by the SUPPLIER. The SUPPLIER shall purchase and install a cutoff valve and a water meter. The SUPPLIER shall have exclusive right to use such cutoff valve and water meter.

The USER shall connect his service line to the water distribution system and shall commence to use water from the system on the date the water is available to him. **WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE DISTRICT, REGARDLESSS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM.**

The USER agrees to pay a tap fee of $_____ to the SUPPLIER. If the water system is constructed, but the property covered by this agreement is not reached by the SUPPLIER'S water line, the tap fee will be fully refunded to the USER. Construction of water lines to serve the property covered under this agreement depends upon the feasibility, availability of funds for construction and approval of all local, state and federal agencies have jurisdiction over this type of facility. **IF WATER LINES DO NOT EXIST TO THE PROPERTY COVERED BY THIS AGREEMENT THE SUPPLIER DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER.**

The USER agrees to comply with and be bound by the Articles, Bylaws, Rules and Regulations of the SUPPLIER, now in force or as hereafter duly and legally supplemented, amended or changed. The USER agrees to pay for water at such rates, time and place as shall be determined by the SUPPLIER, and agrees to the imposition of such penalties for noncompliance as are now set out in the SUPPLIER'S Bylaws, Rules and Regulations, or which have been or hereafter be adopted and imposed by the SUPPLIER.

The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage, **and may shut off water to the USER if he allows a connection or extension to be made of his service line for the purpose of supplying water to another party.** In the event the total water supply shall be insufficient to meet all of the needs of the 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 equitable by the GOVERNING BODY, and if at any time the total water supply shall be insufficient to meet all the needs of the users, the SUPPLIER must first satisfy all of the needs of all of the users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all users for both domestic and livestock purposes before supplying any water for garden purposes.

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OF KENTUCKY

The USER agrees that no present or future source of water will be connected to any water lines served by the SUPPLIER'S water lines and will disconnect from his present water supply prior to connecting to and switching to the SUPPLIER'S system and shall eliminate present or future cross-connection in his system.

The Company expressly reserves the right to disconnect, confiscate unauthorized devices, and/or discontinue water service or any other connection with or without notice where the Company discovers, finds or is otherwise made aware of any such installation that poses a threat to the public water supply, public health or public safety.

Water Supply—The Company cannot guarantee a specific water pressure, quantity or an uninterrupted supply of water. The supply will be as free from interruptions as is possible. The supply and pressure in the public water system may be affected by main breaks, scheduled repairs, alterations, additions, fire hydrant usage, variation in hydraulic performance and acts of God. The Company will not be responsible for any claims arising out of the failure to deliver continuous service.

The failure of the USER to pay charges duly imposed shall result in the automatic imposition of the following penalties:

1. Non payment by the 10th of each month , which is the due date of all bills, will be subject to a penalty of 10% of the delinquent account.

2. Non payment after the 27th of the month shall result in the water being shut off from the USER'S property.

3. In the event it becomes necessary for the SUPPLIER to shut off the water from the USER'S property, a fee of $30.00 will be charged for a reconnection of the service.

It is understood and agreed that the SUPPLIER reserves the right to determine the size of service connection to be used to supply water to the USER. A 5/8 inch by 3/4 inch meter will be used unless the USER contracts for a larger meter. **A separate meter must be installed for each residence.** A separate contract will be used by trailer parks when trailers are not supplied by individual meters.

The USER agrees to grant to the SUPPLIER, its successors and assigns, a perpetual easement in, over, under and upon land owned by the USER, with the right to erect, construct, install and lay, and thereafter use, inspect, repair maintain, replace, and remove water pipelines and appurtenant facilities, together with the right to utilize adjoining lands belonging to the USER for the purpose of ingress to and egress from the said lands.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 20____.

_____
(Water User)

Payment Method

_____
(Water User's Spouse)

Check, Cash, Credit Card, MO

Check No. _____

Columbia/Adair Utilities District

BY: _____

TARIFF BRANCH
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COMMISSION
OF KENTUCKY

Witness by my hand that I am a notary of the state of _____, and do hereby certify that on the date of _____, personally appearing before me was _____. I certify that he/she is the person on this form and verify their photo is valid for the purposes of identification.