

PSC KY. NO. 2

CANCELLING PSC KY. NO. 1

Big Sandy Water District

18211 Kentucky Route No. 3

Catlettsburg, Kentucky 41129

Rates and Charges and Rules and Regulations

FOR FURNISHING WATER SERVICE

IN

BOYD, CARTER, JOHNSON and LAWRENCE COUNTIES, KENTUCKY

FILED WITH

THE PUBLIC SERVICE COMMISSION OF KENTUCKY

DATE OF ISSUE May 1, 2023
Month / Date / Year

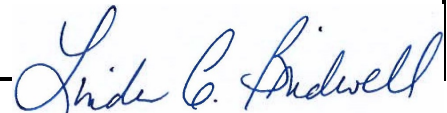
DATE EFFECTIVE June 1, 2023
Month / Date / Year

ISSUED BY /s/ Paul E. Thomas
(Signature of Officer)

TITLE Chairman

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

6/1/2023

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

AREA Entire Service Area

PSC KY NO. 2

1st Revised SHEET NO. 1

Big Sandy Water District

CANCELLING PSC KY NO. 2

Original SHEET NO. 1

RATES AND CHARGES

Monthly Water Rates

5/8-Inch x 3/4-Inch Meter

First 1,000 Gallons	\$ 19.89 Minimum Bill
Next 9,000 Gallons	0.01028 Per Gallon
Next 10,000 Gallons	0.00702 Per Gallon
Next 20,000 Gallons	0.00653 Per Gallon
Over 40,000 Gallons	0.00625 Per Gallon

1-Inch Meter

First 10,000 Gallons	\$ 112.37 Minimum Bill
Next 10,000 Gallons	0.00702 Per Gallon
Next 20,000 Gallons	0.00653 Per Gallon
Over 40,000 Gallons	0.00625 Per Gallon

1 1/2-Inch Meter

First 20,000 Gallons	\$ 182.52 Minimum Bill
Next 20,000 Gallons	0.00653 Per Gallon
Over 40,000 Gallons	0.00625 Per Gallon

2-Inch Meter

First 40,000 Gallons	\$ 313.03 Minimum Bill
Over 40,000 Gallons	0.00625 Per Gallon

3-Inch Meter

First 100,000 Gallons	\$ 688.29 Minimum Bill
Over 100,000 Gallons	0.00625 Per Gallon

4-Inch Meter

First 200,000 Gallons	\$1,313.70 Minimum Bill
Over 200,000 Gallons	0.00625 Per Gallon

Wholesale

\$ 0.00625 Per Gallon

DATE OF ISSUE April 7, 2025

MONTH / DATE / YEAR

DATE EFFECTIVE March 1, 2025

MONTH / DATE / YEAR

ISSUED BY /s/Paul Thomas


SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. 2025-00056 DATED 04/02/2025

KENTUCKY PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

3/1/2025

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

AREA Entire Service Area

PSC KY NO. 2

1st Revised SHEET NO. 2

Big Sandy Water District

CANCELLING PSC KY NO. 2

Original SHEET NO. 2

RATES AND CHARGES

[Reserved for Future Use]

(D)

DATE OF ISSUE April 7, 2025
MONTH / DATE / YEAR

DATE EFFECTIVE March 1, 2025
MONTH / DATE / YEAR

ISSUED BY /s/Paul Thomas
SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
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KENTUCKY
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Linda C. Bridwell
Executive Director



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3/1/2025

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

AREA Entire Service Area

PSC KY NO. 2

Original SHEET NO. 3.0

Big Sandy Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RATES AND CHARGES

Water Loss Detection and Control Program Surcharge

Water Loss Detection and Control Program Surcharge: \$6.42 Monthly Per Bill

Big Sandy Water District ("the District") shall assess the Water Loss Detection and Control Program Surcharge to all customers for service rendered on and after the effective date for a period of 60 months subject to the following conditions:

1. No later than January 11, 2023, the District shall submit to the Public Service Commission a qualified infrastructure improvement plan, including a comprehensive unaccounted-for water loss reduction plan and a time schedule for elimination of the sources of unaccounted-for water loss.
2. The District will deposit and maintain all surcharge proceeds in a separate, interest-bearing account.
3. Beginning the second month following the effective day and continuing for the next 59 months or until all surcharge proceeds are expended, whichever occurs later, the District shall file with the Commission a monthly activity report, which includes a statement of monthly surcharge billings and collections; a monthly surcharge bank statement; a list of each payment from the account, its payee and a description of its purpose; and invoices supporting each payment, no later than the 15th day of the following month.
4. Beginning for the month following the effective date and continuing for the next 59 months or until all surcharge proceeds are expended, whichever occurs later, the District file with the Commission a water loss report for the month no later than the 15th day of the following month.
5. Surcharge proceeds may not be used for expenses incurred prior to effective date except to replenish the District's reserve depreciation fund for the purchase of metering equipment in 2020.
6. The Surcharge shall be billed as a separate line item on all customer bills.

DATE OF ISSUE May 1, 2023

MONTH / DATE / YEAR

DATE EFFECTIVE October 3, 2022

MONTH / DATE / YEAR

ISSUED BY /s/Paul Thomas


SIGNATURE OF OFFICER

TITLE Chairman

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE
COMMISSION IN CASE NO. 2022-00044 DATED 9/13/22 & 11/02/22

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

6/1/2023

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PSC KY NO. 2

Original SHEET NO. 3.1

Big Sandy Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RATES AND CHARGES

7. The District shall obtain Public Service Commission approval for the use of surcharge proceeds for a specific water loss control activity prior to the expenditure of surcharge proceeds for such activity.

8. Each year following the effective date of the surcharge, the District shall submit to the Public Service Commission a schedule of the estimated and actual progress of its Water Loss Detection and Repair Program and the estimated and actual surcharge expenditures.

9. Should the District fail within 60 months of the effective date to reduce its unaccounted-for water loss level to fifteen (15) percent or less of total water produced and purchased, excluding water used by the District in its own operations, the District may request an extension of the period in which the surcharge may be assessed and collected.

The District' failure to comply with these conditions will result in termination of the Water Loss Detection and Control Program Surcharge and refund of all surcharge proceeds in the District's possession or control and of all proceeds disbursed for expenses or projects not approved by the Public Service Commission.

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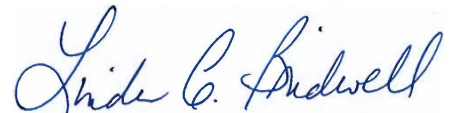
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AREA Entire Service Area

PSC KY NO. 2

Original SHEET NO. 4.0

Big Sandy Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RATES AND CHARGES

Nonrecurring Charges

Meter Connection/Tap Fees*

5/8-Inch x 3/4-Inch Meter	\$ 1,590.00	
Second Meter Off Original Tap (5/8-Inch x 3/4-Inch Meter)	\$ 970.00	
Larger Meters	Actual Cost	
Connection/Turn-on Charge	\$ 25.00	(I)
Connection/Turn-on Charge (After Hours)	\$ 71.00**	(I)
Cost Estimate Charge	Actual Cost	(N)
Field Collection Charge	\$ 22.00	(I)
Late Payment Charge	10%	(T)
Meter Relocation Charge	Actual Cost	
Meter Re-read Charge	\$ 22.00	(I)
Meter Test Charge	\$ 22.00	(I)
Reconnection Charge	\$ 22.00	(I)
Reconnection Charge (After Hours)	\$ 67.00**	(I)
Returned Payment Charge	\$ 13.00	
Service Call/Investigation	\$ 22.00	(I)
Service Call/Investigation (After Hours)	\$ 67.00**	(I)
Service Line Inspection	\$ 22.00	(I)
Damage to Lid or Meter Equipment	Actual Cost	

* Meter Connection Fee does not include any expense for boring in rock areas or any expense (N)
for rock removal. Customer will be assessed an additional charge for any rock boring or removal. (N)
The charge for rock removal shall be applied per linear trench foot and shall not exceed the (N)
actual cost of excavation. Fee also does not include the exceptional directional bore costs in (N)
which the directional bore exceeds 35 feet. In such case, the actual cost incurred for directional (N)
boring in excess of 35 feet not reflected in the Meter Connection Fee will be added to the Fee. (N)

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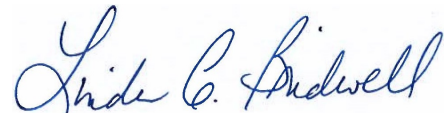
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Big Sandy Water District

CANCELLING PSC KY NO. _____

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RATES AND CHARGES

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

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Linda C. Bridwell
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AREA Entire Service Area

PSC KY NO. 2

Original SHEET NO. 4.2

Big Sandy Water District

CANCELLING PSC KY NO. _____

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RATES AND CHARGES

Deposit Requirement

5/8-Inch x 3/4-Inch Meter	\$ 100.00	(I)
1-Inch Meter	\$ 230.00	(I)
1 1/2-Inch Meter	\$ 360.00	(I)
2-Inch Meter	\$ 605.00	(I)
3-Inch Meter	\$1,510.00	(I)
4-Inch Meter	\$6,590.00	(I)

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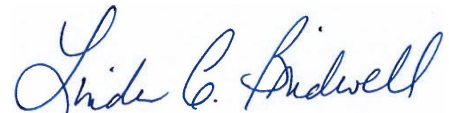
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PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AREA Entire Service Area

PSC KY NO. 2

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Big Sandy Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

1. DEFINITIONS

a. "Applicant" means any person, firm, corporation, or entity applying for with water service from the District.

b. "Auxiliary Water Supply" means any water supply on or available to the premises other than the District's public water supply. These auxiliary waters may include water from any natural source such as a well, spring, river, stream, or body of water or any water or other substance of unknown or questionable quality that may present a health or system hazard to the potable public water supply.

c. "Backflow" means the reversal of the normal flow of water caused by either back pressure or back siphonage.

d. "Backflow Prevention Assembly" means an assembly or means designed to prevent backflow.

e. "Commercial sales" means sales to private schools, colleges, hospitals, churches and other private educational, cultural, social or religious organizations, business or manufacturing establishments if the water is not used principally in manufacturing or processing functions.

f. "Commission" means Kentucky Public Service Commission.

g. "Contamination" means an impairment of the quality of the potable water supply by any waste product, fluid, substance, compound or other material to a degree which creates an actual or potential hazard to the public health through poisoning or through the spread of disease.

h. "Cross Connection" means any physical connection or arrangement of piping or fixtures between two otherwise separate piping systems one of which contains potable water and

(N)

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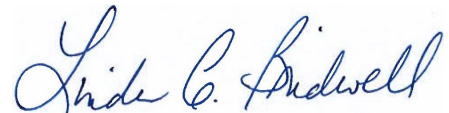
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Linda C. Bridwell
Executive Director



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6/1/2023

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

AREA Entire Service Area

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RULES AND REGULATIONS

the other non-potable water or substance of questionable quality, through which, or because of which, backflow may occur into the potable water system.

i. "Customer" shall mean any person, firm, corporation, entity or municipality supplied with water service by Big Sandy Water District pursuant to these Rules and Regulations.

j. "District" means Big Sandy Water District acting through its officers, managers, or other duly authorized employees or agents.

k. "Fire department" means a firefighting organization operated and controlled by any city, county, urban-county, charter county, fire protection district, or volunteer fire protection district.

l. "Industrial sales" means sales to manufacturing or processing establishments if the water is used principally in manufacturing or processing function.

m. "Non-residential building" means any building not used for habitation.

n. "Non-standard service" means service supplied through means other than a 5/8-inch by 3/4-inch meter.

o. "Residential Building" means any building used for habitation.

p. "Residential sales" means sales to single premise residences, to multiple premises residences where each premise is served through a single Meter, or premises served through a single Meter with multiple owners if the usage is primary for residential purposes.

q. "Second Meter Off Original Tap" means an additional service line connection that (1) will serve a property already receiving water service from the District or for which the District has previously received and approved a service connection; (2) will be fed from the same tap as

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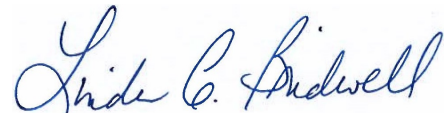
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PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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6/1/2023

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(N)

AREA Entire Service Area

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Big Sandy Water District

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RULES AND REGULATIONS

the existing or previously approved service line and (3) is or will be within eight feet of the existing or previously approved service line. (N)

r. "Standard service" means service supplied through a 5/8-inch by 3/4-inch meter. (N)

s. "Thermal Expansion Tank" means a device installed on the cold-water supply line near a water heater to compensate for the expansion of water within a water system when such water is heated. (N)

2. RULES AND REGULATIONS GOVERNING RENDERING OF SERVICE

These Rules and Regulations, and any subsequent amendments or revisions, govern the District's provision of water service to all customers. (T)

3. REQUESTS FOR WATER SERVICE

a. Each applicant for water service must execute an application and a contract for water service for each Premises for which the applicant seeks water service. The information provided in the application and contract shall be true, accurate and current. The applicant is responsible for advising the District of any changes in the information. Providing false, misleading, or inaccurate information in the application or contract is grounds for discontinuance of water service.

b. Applications for water service are not transferable. New occupants of premises must apply for service before commencing use of water service. If a Customer transfers ownership of the property receiving water service and ceases to reside at the property and the acquiring party or a person acting on behalf of or under the authority of the acquiring party takes possession of the premises and is the primary recipient of water service to that property, the acquiring party or new party in possession must submit an application and execute a contract for water service with the

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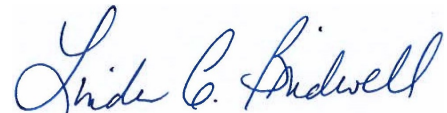
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EFFECTIVE

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

AREA Entire Service Area

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Big Sandy Water District

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District. The District may, after reasonable notice, discontinue water service to the property until the acquiring party or new party in possession has executed a contract for service. (N)

c. A Customer who has contracted for water service with the District is responsible for payment of all water service furnished to the Premises until such time as the Customer properly notifies the District to discontinue service for his/her account at the Premises. (N)

d. No Customer shall use water for any purpose other than that for which the Customer has requested service and the District has approved. (N)

e. No Customer may resell water except as permitted by these Rules and Regulations. (N)

f. The District may refuse service to a Customer with an outstanding, unpaid balance for water service that the District has previously provided until the balance owed is paid.

g. An Applicant for water service must present identification card containing the applicant's photo. In lieu of photo identification, the applicant may present an alternate form of identification such as an identification card with applicant's name issued by a Kentucky county government or any food stamp identification card, electronic benefit transfer card, or supplemental nutrition assistance card issued by Kentucky state government that shows the applicant's name. A credit card or debit card showing the applicant's name is not an acceptable alternate form of identification. (N)

h. Unless applicant otherwise advises the District, an application shall be considered an application for standard service. If an applicant requests non-standard service, the applicant must provide justification for the installation of a meter larger than 5/8-inch by 3/4-inch and must pay to the District the cost of any special installation necessary to meet the applicant's requirements.

i. If an applicant requests the District to provide an estimate of the cost to make a connection or main extension and District employees must visit the proposed service site to

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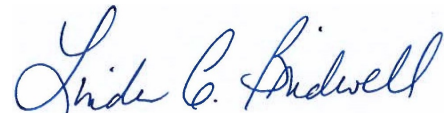
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PSC KY NO. 2

Original SHEET NO. 9

Big Sandy Water District

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prepare such estimate, the District may assess a charge to the applicant equal to the labor and travel expenses necessary to prepare the estimate. If the applicant executes a contract for service within 90 days of the District's providing such estimate, the amount charged will be credited to the cost of the service connection or main extension. (N)

j. Water service will not be turned on unless the Applicant or the Applicant's representative is physically present at the Premises or has executed a Water Turn-on Release Form expressly consenting to the turn on of service without the presence of Applicant or Applicant's representative at the premises. (N)

4. TERMS AND CONDITIONS OF BILLING AND PAYMENT

a. Bills for water service by Meter will be rendered monthly with ending dates as the District determines. (T)

b. All bills for water service are due and payable when rendered and are considered delinquent if not paid by the due date set forth on the bill. Failure to pay will render the Customer subject to disconnection and subject to payment of service and reconnection charges. If any bill for water service is not paid in accordance with this Tariff, the District may discontinue service in accordance with these Rules and Regulations. (T)

c. A Customer is responsible for furnishing the District with the correct billing address and telephone number. Failure to receive a bill does not excuse non-payment nor extend the date when the account is considered delinquent.

d. Bills will be sent to the billing address (postal address) provided in the application for service unless the District is notified in writing by the Customer of a change of billing address.

e. The District is not bound by bills rendered under mistake of fact as to the quantity of service rendered. (N)

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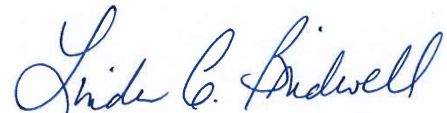
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RULES AND REGULATIONS

f. If a Customer disputes a bill, the Customer's accounts shall be considered current while the dispute is pending if the customer continues to make undisputed payments and stays current on subsequent bills.

g. The use of water by the same Customer at different premises or localities will not be combined.

h. If payment is not received by the due date specified on the bill, the Customer will be assessed a Late Payment Charge. Any late payment charge shall be waived for any bill or portion of a bill for which a customer has received third-party billing assistance through the Low-Income Household Drinking Water and Wastewater Emergency Assistance Program or from another public or charitable source.

i. The District maintains a night depository box for the convenience of Customers and retrieves the deposited payments at the start of each business day. Payments deposited in the night deposit box will be considered as received on the previous business day.

j. Customers may make payment by credit or debit card online, in person at the District's office or at the offices of the District's designated agents, or by telephone. If payment by credit or debit card is attempted and declined, the customer's obligation to pay the billed amount on the due date remains unchanged. Credit and debit card payments are subject to a convenience fee assessed by the card processor (not the District). Prior to processing the transaction, the customer will be informed of the fee amount.

k. A single bill will be issued monthly to the Customer who has executed the current Water Service Contract for the service to Meter connections serving more than one residential or commercial unit. The Customer is responsible for payment of all charges for service associated with the meter, including all water provided through the meter.

l. Residential Customers may elect to participate in a monthly budget billing payment plan. Under such a plan, Customers pay a fixed monthly amount determined by the District based

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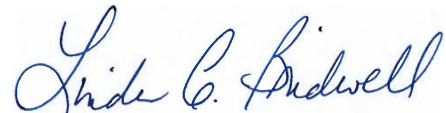
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RULES AND REGULATIONS

on historical or estimated usage. A Customer may enroll in such a plan at any time. The District will issue bills so as to bring each customer's account current once each 12-month period or through a series of levelized adjustments on a monthly basis if usage indicates that the account will not be current upon payment of the last monthly budget amount. If a Customer fails to pay bills as required under the plan, the District may remove the Customer from the plan, restore the customer to regular billing, and require immediate payment of any deficiency.

m. KRS 139.470(7) and Kentucky Department of Revenue regulations determine if an account may be classified as residential and thus exempt from sales tax. Accounts classified as residential as of December 31, 2022, will continue to be classified as residential provided the account remains active, the account holder has only one residential account with the District, and the property is the account holder's primary residence. If the account holder has more than one account with the District, only the address at which the account holder resides will be eligible for the exemption and account holder must complete a Declaration of Domicile for Purchase of Residential Utilities, Form 51A380, to be eligible for the sales tax exemption at that residence. If an account holder has multiple accounts and more than one account serves as a place of domicile for different Kentucky residents (for example, an account holder owns two homes, resides at one location and rents the other), then a Declaration of Domicile for Purchase of Residential Utilities, Form 51A380, must be executed by a person residing at the property served for the account to be classified as residential and exempted from sales tax.

n. For an account involving water service to a multi-unit residential rental facility or mobile home or recreational vehicle park for which the owner of the facility or park is billed for the water service provided, the account will not be considered residential unless the property owner collects and submits a completed Multi-Unit Declaration of Domicile for An Owner or Operator of a Multi-Unit Residential Rental Facility or Mobile Home and Recreational Vehicle Park, Form 51A382. Customer accounts with a master meter that serves only common areas or that serves common areas and multiple dwelling units are not eligible for residential treatment.

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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



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

(N)

AREA Entire Service Area

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5. DEPOSITS

a. A deposit based upon the size of the meter through which the Applicant will be served and the amount set forth in Sheet 4.2 of this Tariff will be assessed upon the Applicant's request for water service. The District may refuse or disconnect service if the deposit is not paid.

b. The District may require a deposit in addition to the initial deposit if a Customer's classification of service changes or its usage changes substantially change in usage, except that an additional deposit will not be required of a residential customer whose payment record is satisfactory unless the customer's classification of service changes or the deposit is recalculated at the customer's request in accordance with Commission regulations.

c. Interest on deposits. Interest will accrue on all deposits at the rate prescribed by law beginning on the date on the deposit. Interest accrued will be refunded to the Customer or credited to the Customer's bill on an annual basis, except that no refund or credit will be made if the Customer's bill is delinquent on the anniversary date of the deposit. If interest is paid or credited to the Customer's bill prior to twelve (12) months after the date of the deposit or last paid interest date, the payment or credit will be prorated.

d. Upon termination of service, the deposit, any principal amounts, and interest earned, and owing will be credited to the final bill with any remainder refunded to the customer.

e. A deposit may be waived upon a customer's showing of satisfactory credit or payment history. A customer to have a "satisfactory payment history" if the customer has no more than five late payments during an eighteen-consecutive month period and no disconnections of service for nonpayment. Deposits will be returned after 18 months if the Customer has established a satisfactory payment history. In determining whether a Customer has a satisfactory credit or payment history, the District will consider the Customer's previous payment history with the

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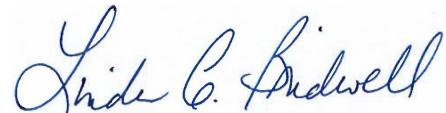
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District and, if no previous history with the District, statements from other utilities, banks or other financial institutions attesting to the Customer's payment or credit history.

f. If a deposit has been waived or returned and the Customer fails to maintain a satisfactory payment record, the District may require a deposit. It may also require a deposit after having waived or returned a deposit if the Customer's classification of service or usage changes.

g. 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.

6. METER BILL ADJUSTMENT

a. Whenever a meter in service is found upon periodic request or complaint test to be more than two percent (2%) fast, additional tests shall be conducted in accordance with the Commission's regulations to determine the average error of the Meter.

b. If test results on a Customer's meter show an average error greater than two (2) percent fast or slow, or if a customer has been incorrectly billed for any other reason, except in instances in which the Customer obtained service through fraud, theft, or deception, the District will determine the period during which the error has existed, and will re-compute and adjust the Customer's bill to provide a refund to the customer or collect any under-billed amount.

c. Any readjustment will be based upon the period during which the error is known to have existed. If this period cannot be determined with reasonable certainty, the time period will be estimated. In all instances of customer over-billing, the Customer's account will be credited, or the over-billed amount refunded at the Customer's discretion within thirty (30) days after final

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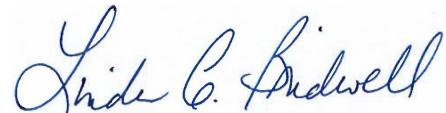
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meter test results. A customer will not be required to repay any under-billing over a period less than a period coextensive with the under-billing.

d. The period of recovery for under-billing will be limited to the most recent twenty-four (24) months of under-billing unless the underbilling is the result of Customer fraud, theft or deception. (N)
(N)
(N)

e. If a meter has ceased to register, or a meter reading cannot be obtained, the quantity of water to be billed will be based upon an average of six months' consumption. If said meter readings are not available for an entire six-month period, the District may estimate water bill, subject to adjustment once a six-month average of actual meter readings can be calculated.

f. When a Meter is found to have an error in excess of two percent (2%) fast or slow the amount of refund or the amount to be collected by the District shall be calculated using that percentage of error as determined by the test. The percent error shall be that difference between one hundred percent (100%) and that amount of error as indicated by the test.

7. NON-RECURRING CHARGES

The District will assess a charge for the following non-recurring services:

a. A Meter Connection Charge (Tap Fee) will be assessed for initial installation and connection of water service on the Customer's property.

b. A Connection/Turn-on charge will be assessed for a new service turn-on, seasonal turn-on, or temporary service. The charge will not be made for initial installation of service where a Meter Connection/Tap-on Charge is applicable.

c. Cost Estimate Charge will be assessed to any person requesting a service connection or water main extension that requires District personnel to travel to the site of the proposed connection or extension and take measurements to determine the cost of the extension or service connection. If requesting party executes an agreement for service or contract for water

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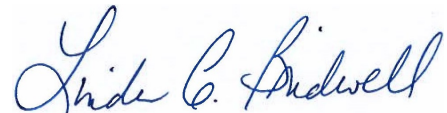
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main extension within 90 days of receiving estimate of length or cost, the amount of charge will be credited to the applicable meter connection charge or water main extension charge.

d. A Field Collection Charge will be assessed when a District representative makes a trip to a customer's premises for the purpose of terminating service for nonpayment and the customer makes payment to the representative to avoid termination.

e. A Late Payment Charge will be assessed if payment is not received by the due date specified on the bill. A late payment charge shall be waived for any bill or portion of a bill for which a customer has received third-party billing assistance through the Low-Income Household Drinking Water and Wastewater Emergency Assistance Program or from another public or charitable source.

f. A Meter Relocation Charge will be assessed to a customer or other authorized person who requests that a meter be relocated, changed, or modified or requests a meter that has been removed at the customer's request be reset. This fee will be equal the District's cost to perform such relocation, modification or re-setting.

g. A Meter Re-read Charge will be assessed to a customer who requests that a meter be reread, and the second reading shows the original reading was correct.

h. A Meter Test Charge will be assessed if a customer requests the District performs a test on a Customer's meter to check for accuracy and the test shows the Customer's meter is not more than two percent (2%) fast.

i. A Reconnection Charge will be assessed to reconnect service that has been terminated for non-payment of service or for violation of these Rules and Regulations or the Commission regulations.

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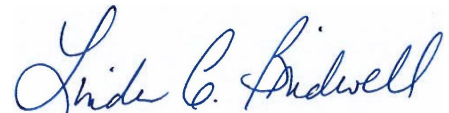
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j. A Returned Payment Charge will be assessed when a Customer's payment is not honored by the Customer's financial institution either due to insufficient funds or other reason when the Customer is at fault.

k. A Service Call/Investigation Charge will be assessed when a Customer requests the presence of District personnel to investigate a service problem and the problem is a result of the Customer's own plumbing facilities, beyond the District's delivery point, or not caused by failure of the District's facilities. Any maintenance and repair of facilities beyond the District's delivery point is the responsibility of the Customer.

l. A Service Line Inspection Charge will be assessed to a Customer that requests that the District perform the inspection of the Customer's service line to determine if the line is free from any tee, branch connection, irregularity or defect as required by 807 KAR 5:066, Section 9(3).

m. A Customer who maliciously, willfully, or negligently breaks, damages, destroys, uncovers, defaces, or tampers with any structure, appurtenance, or equipment which is part of the District's water works, shall be subject to disconnection of water service and shall pay the cost of repairing or replacing the structure or appurtenance.

8. CUSTOMER COMPLAINTS

A Customer may submit a complaint with the District in person, by telephone, mail or e-mail. The District will address all complaints in accordance the Commission's regulations.

9. DISCONTINUANCE AND RECONNECTION OF SERVICE

a. Discontinuance of Water Service

(1) A Customer requesting discontinuance of water service or transfer of service to another location shall provide the District with three business days' notice. Unless the

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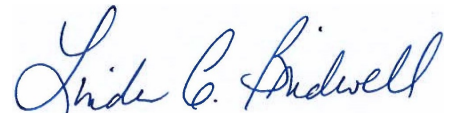
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contract for water service provides otherwise, the Customer will not be responsible for charges for service beyond the three (3) day notice period if the Customer provides reasonable access to the meter during the notice period. If the Customer requests discontinuance of service by telephone and a dispute arises regarding the request, he or she bears the burden of demonstrating that the request was made.

(2) The District may discontinue a Customer's water service for non-payment of bills for water service upon providing the Customer with at least five (5) days written notice delivered by mail or personally delivered to him/her or a member of his/her household. However, no service will be discontinued before twenty (20) days after the mailing date of the original bill.

(3) Service rendered under any application, contract or agreement may be discontinued without notice for the following reasons:

(a) Fraudulent use of water;

(b) Interfering or tampering by the Customer, or others with the knowledge of the Customer, with any Meter, connection, service pipe, curb stop, seal or any other appliance of the District controlling or regulating the Customer's water supply;

(c) Existence on the Customer's Premises of a dangerous condition relating to water service that could subject a person to imminent harm or result in substantial damage to the property of the District's or others;

(d) Willful or indifferent waste of water due to any cause which adversely affects either water service to other Customers or the District's utility operations;

(e) Unauthorized use by illegal use or theft;

(f) Misrepresentation in the water service application or contract;

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- (g) Resale of water without the District's approval; or
- (h) Connections, cross-connections, or permitting the same of any separate water supply to the Customer's premises.

(4) Upon ten (10) days advance notice in writing of the reasons for the proposed discontinuance and the corrective action required to avoid discontinuance and the Customer's failure to take such action, the District may discontinue service for the following reasons:

(a) Non-compliance with the Commission's regulations, these Rules and Regulations; or

(b) Non-compliance with state, local or other codes; or

(c) For failure to provide the District's employees free and reasonable access to the Premises or for obstructing the way of ingress to the Meter or other appliance of the District controlling or regulating the Customer's water supply; or

(d) For failure to report to the District additions to the property or fixtures to be supplied or additional use to be made of water;

(5) If prior to discontinuance a residential customer presents to the District a written certificate, signed by a physician, registered nurse or public health officer, that such discontinuance will aggravate an existing illness or infirmity on the affected premises, the District shall not discontinue service before thirty (30) days after the original termination date.

(6) In cases where water is provided to multiple units through a single meter, the person making application shall be responsible for all water bills and other legitimate charges. Any violation of these Rules and Regulations with reference to any of the units, shall be deemed

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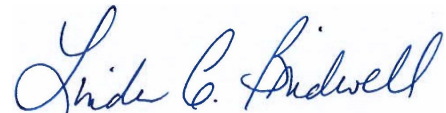
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a violation as to all, and the District may enforce compliance with these Rules by shutting off the entire service.

(7) Discontinuing the supply of water to a Premises for any such reason shall not prevent the District from pursuing any lawful remedy by action at law or otherwise for the collection of moneys due from the Customer.

(8) The District will negotiate reasonable partial payment plans at the request of residential customers who have received a termination notice for non-payment of bills but is not obligated to do so for Customers who are delinquent under an existing partial payment plan. Plans that extend for a period longer than thirty (30) days will be in writing. The District may discontinue Customer's service without additional notice if the customer fails to meet his or her obligations under a partial payment plan.

b. **Renewal of Water Service After Discontinuance**

(1) When water service to a Premises has been terminated for any reason other than temporary vacancy, it will be restored only after the conditions, circumstances or practices which caused its discontinuance are corrected to the District's satisfaction and upon payment of all charges due and payable by the Customer in accordance with these Rules. The District shall reconnect existing service within twenty-four (24) hours or close of the next business day, whichever is later, after correction of the practice or condition giving rise to the discontinuance of service and payment of all charges due and payable.

(2) No Customer whose service has been turned off shall turn on service or have same done by anyone other than the District.

(3) Water service will not be turned on unless the Customer or a representative of the Customer is physically present at the Premises or has executed a Water Turn-on Release

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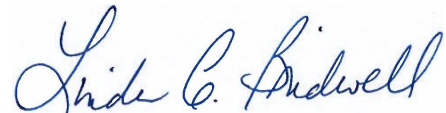
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Form expressly consenting to the turn on of service without his or her presence or the presence of a representative of the Customer at the Premises.

c. Service will not be supplied or continued to any premises if at the time of application for service the Applicant is acting as an agent of a present or former customer who is indebted to the District for service previously supplied at the same or other premises until payment of such indebtedness shall have been made. Absent evidence to the contrary, an applicant will be presumed to be agent of a former customer if (1) the Applicant lived in the customer's household when was service was discontinued for nonpayment; (2) the Applicant was at least 18 years of age at the time the unpaid service was provided to the former customer's household and the Applicant received the benefit of the service; and (3) the former customer is residing in the premises for which the Applicant is requesting water service.

10. METERS

a. Water will be sold by meter measurement only.

b. All meters, except detector devices and/or fire service line meters, will be installed, maintained and replaced by; and at the expense of the District, but in case of damage to such meters by reason of any act, neglect or omission on the Customer's part the Customer shall pay to the District the cost of the meter's repair upon presentation of a bill for such costs.

c. The District alone shall determine the type and size of Meter that shall be placed on any service pipe, and such meters will be furnished, installed and removed by the District alone, and shall remain its property.

d. Each Premise shall be supplied through a separate and independent meter setting unless the District otherwise authorizes.

e. All meters are accurately tested before installation and are also periodically tested in accordance with the Commission's regulations. The District may at any time remove any meter

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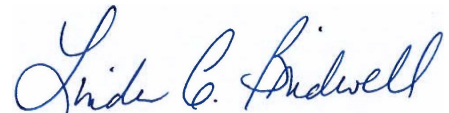
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for periodic tests or for repairs or replacement and may, at its option and expense, test any meter when the District has reason to believe that it is registering inaccurately.

f. The District shall test any meter upon a Customer's written request if the request is not made more frequently than once each twelve (12) months. The Customer shall be given the opportunity to be present at the requested test. The Customer will be charged a fee of \$22.00 if the said meter be found less than two percent incorrect to the prejudice of the Customer.

g. The District reserves the right to put seals on any water Meter, or on couplings in and for any premises, and may shut off the supply if such seals are found broken or removed.

h. After meter placement, a Customer may request a change in the meter's location. The District will relocate the meter at the Customer's expense if the location is acceptable.

i. Meters must be located in a utility easement or public right-of-way.

j. Meters may be located either in an outdoor meter box or vault, at the option of the District. The location of the meter must be acceptable to the District and allow for the meter to be easily examined, tested, repaired, read, removed or replaced. The meter box or vault shall be located in a convenient and readily accessible location acceptable to the District. The meter box or vault must be constructed to protect the meter from freezing and damage by vehicular traffic, and its location and design shall prevent, as far as possible, the inflow of surface water. After the District installs a meter, a Customer shall not tamper with, alter, repair or remove the meter or allow anyone other than the District to do so. Any plumbing, piping, grading or structural modification which could result in the relocation of the meter or impact accessibility must first be approved by the District.

k. The point of delivery is at the meter or vault. Customer is responsible for installation and maintenance of all water lines, plumbing and equipment beyond the meter.

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11. SERVICE LINES

a. The District will furnish and install for the purpose of connecting its distribution system to the Customer's premises that portion of the service connection from its main to and including the meter and meter box. In areas where the District's distribution system follows well-defined streets and roads, the Customer's point of service will be located at that point on or near the street right-of-way or property line most accessible to the District from its distribution system. In areas where the distribution system does not follow streets and roads, the point of service will be located as near the Customer's property line as practicable. Prior to installation of the meter, the District will consult with the Customer as to the most practical location.

b. All service lines must be laid at a sufficient depth (a minimum of 24 inches) to prevent freezing during the coldest weather normally experienced except where services are not intended for use during freezing weather and are actually drained during such periods.

c. A service line must be of a material certified to withstand a working pressure of 200 pounds per square inch or greater.

d. Customer must present evidence of a plumbing permit from the appropriate regulatory agency before service will be established. In lieu of a plumbing permit, Customer may request that the District inspect the service line to determine it is free from any tee, branch connection, irregularity or defect.

e. The Applicant/Customer must furnish and lay the necessary pipe to make the connection from the point of service to the point of usage and be financially responsible for all costs associated with the installation and maintenance of his/her service line plumbing, including a shut-off valve, one-way check valve, and pressure reducing valve, installed on his/her property beginning at the outlet side of the water meter.

f. A service line running from the point of connection to the water main to the point of delivery shall not be located on any private property other than the Applicant's property. No

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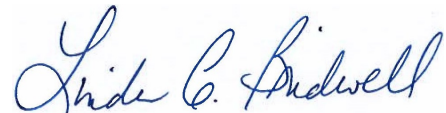
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service line running from the point of delivery to the point of consumption shall be located on property other than the Applicant's property unless the Applicant has obtained from the other property owners a private utility easement for the service line and properly recorded such easement with the appropriate County Clerk's office. The District may request a copy of the easement(s) as a condition for allowing a Customer to connect its service line to the District's distribution system.

g. The installation and maintenance of the water service line must be in accordance with these Rules and Regulations and the regulations of the Kentucky Department for Public Health. The service line shall be kept in good repair at all times.

h. Cross-Connections.

(1) No water service connection shall be made or installed to any residential building unless such service connection is protected by a backflow prevention assembly. Residential service connections shall be considered as low hazard applications and all such connections shall have at a minimum a dual check valve backflow preventer installed between the water meter and the residence. The District may require additional or alternate backflow prevention assemblies if the degree of hazard constitutes a higher level of protection for the public water system.

(2) No water service or supply connection shall be installed or permitted to be installed to any non-residential facility unless the water service connection is protected by a backflow prevention assembly. The type of protection device required shall be determined at the time of installation of the service and shall be commensurate with the degree of hazard at the point of such service connection. At a minimum, the service connection shall be installed with a dual check valve backflow preventer. In the event the purpose or use of a non-residential facility changes and the new purpose or change creates a higher degree of hazard, then customer receiving service at the non-residential facility shall replace the backflow prevention with an assembly that provides acceptable protection.

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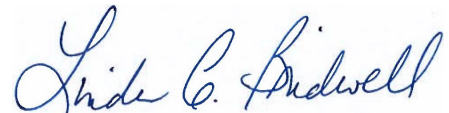
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TITLE Chairman

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

6/1/2023

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

(N)

AREA Entire Service Area

PSC KY NO. 2

Original SHEET NO. 24

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(3) All water service connections that are in existence as of June 1, 2023 and lack the minimum backflow prevention assemblies required herein shall become compliant with this regulation's requirements within a reasonable period after the Customer or property owner has received notice of the service connection's non-compliance. Installation of the backflow prevention shall be at the Customer or property owner's expense. If the District determines that a hazard to health exists, then a backflow prevention assembly meeting the requirements of this regulation may be installed on an existing service connection. Backflow prevention assemblies shall not be installed on existing service connections until after the Customer or property owner has been informed of the actual and potential hazards that may be created as a result of such backflow assembly installation. Notices provided shall include the following: "When cross connection control devices are properly installed, they create a closed water system. A properly sized thermal expansion tank shall be installed in the cold-water supply located as near the water heater as possible."

(4) A customer shall make its water system open for inspection at all reasonable times to authorized representatives of the District to determine whether cross connections or other structural or sanitary hazards, including violation of this rule, exist. If the District discovers or learns of such condition, it may deny or immediately discontinue service to the facility by providing a physical break in the service line until the customer has corrected the condition in conformance with state and local laws and regulations. Water service to any facility shall be discontinued if the backflow prevention assembly required by this regulation has been removed, bypassed, or if any unprotected cross connection exists on the premises and will not be restored until such conditions or defects are corrected.

(5) The cross-connection of the District's system with any auxiliary water supply is prohibited.

(6) No connection shall be made to a premise that has or uses a well that has or is being until District personnel have inspected and verified the well's disconnection and separation.

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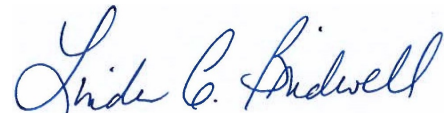
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PUBLIC SERVICE COMMISSION**

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AREA Entire Service Area

PSC KY NO. 2

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RULES AND REGULATIONS

- i. No service line installation shall use galvanized pipe or fittings.
- j. Public Service Commission Regulations provide that in no event shall the pressure at a customer's service pipe under normal conditions fall below thirty (30) pounds per square inch. Accordingly, no meter shall be located on an Applicant's service line at a point that does not deliver a minimum pressure of 30 pounds per square inch at the meter point. If the District cannot deliver the minimum required pressure at the proposed meter point, it will undertake reasonable efforts to obtain the minimum pressure and, if such reasonable efforts will not achieve the minimum required pressure, advise the Applicant that service will not be provided and inform him of his or her rights under KRS 278.260 to obtain review of the District's action and will also notify the Public Service Commission of its actions.
- k. If the Applicant/Customer's point of usage is at a higher elevation than the meter, the customer should consult with a reputable engineering firm to properly size the service line from the meter to the point of usage.
- l. If the Customer engages in repeated acts of theft of service at a specific premises, the District may, after notice to the property owner, remove the service to that premises. Any subsequent request for service will require the payment of an additional connection
- m. Piping on the premises of the Applicant/Customer must be installed to ensure that connections are conveniently located with respect to the District's lines and mains. Applicant/Customer must provide a place for metering that is always unobstructed and accessible.
- n. The District may require the Applicant/Customer at his/her own expense, to install a back-flow preventer and pressure regulator.
- o. All taps and connections to the District's mains must be made by or under the direction and supervision of District personnel and will incur a meter connection/tap-on charge.

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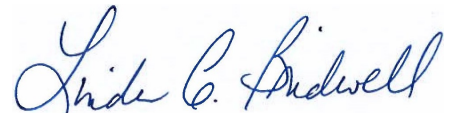
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AREA Entire Service Area

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p. Any customer having boilers and/or pressure vessels that receive water from the District must have a check valve on the water supply line and a vacuum valve on the steam line in order to prevent a collapse were the water supply from the District to be interrupted or discontinued.

q. Any customer desiring nonstandard service shall pay the cost of any special installation necessary to meet his particular requirements for the service other than standard water taps. This includes fire hydrants, check valves, pressure reducing valves when customer requests pressure less than 100 psi, and surge relief valves.

12. FIRE PROTECTION

a. Fire hydrants installed prior to June 7, 1992, that do not meet the requirements set out in 807 KAR 5066, Section 10(2)(b), shall not be used for firefighting purposes. However, fire departments may access and withdraw water from flush hydrants to fill the tanks on a fire engine for firefighting or fire protection training purposes.

b. Unless otherwise permitted by the District, fire hydrants meeting the requirements of 807 KAR 5:066, Section 10(2)(b) shall be used only by fire departments and only for firefighting and fire training purposes. The use of a fire hydrant by persons other than authorized fire department personnel or for purposes other than firefighting or fire protection training shall be considered a "theft of service" and may be prosecuted in accordance with the laws of the Commonwealth of Kentucky. Unauthorized users shall be assessed the cost of any damages to the District's property and the full cost of any water withdrawn.

c. The District will furnish a fire department with water from a fire hydrant connected directly to its water main for a period not to exceed four (4) hours of usage for a fire event. If a fire event requires more than four hours of water usage, the owner of the property on which the fire event occurs may be billed for all water usage in excess of the four hours.

d. Subject to paragraph c above, a fire department may withdraw water from the District' water distribution system at no charge to fight a fire or train firefighters provided it

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maintains an estimate of the amount of water used for such purposes during the calendar month and reports the amount of this usage to the District in writing no later than the fifteenth day of the following calendar month. Negative reports of water usage are required. In lieu of a written report, a report may be submitted telephonically or by electronic mail. In such cases, the District will maintain a written record of the report.

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e. A fire department that fails to submit the required report in a timely manner shall be assessed the cost of water withdrawn from the District's system. A non-reporting fire department shall be presumed to use 0.3 percent of the District's total water sales for the calendar month in which it fails to submit a report. A non-reporting fire department may present evidence of its actual usage to rebut the presumption and the District shall adjust the presumed usage accordingly. In addition, a fire department that fails to submit the required monthly report in a timely manner shall be assess a penalty of \$50.00 for each failure.

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f. A non-reporting fire department shall be billed for its water usage for firefighting or fire training purposes at the District's lowest usage rate block.

g. The District may install fire hydrants for private fire protection purposes if the requirements of 807 KAR 5066, Section 10(2)(b) are met. The location, installation, and responsibility for the maintenance of such facilities shall be subject to negotiation between the District and the Applicant/Customer.

h. The District reserves the right to determine the delivery point for private fire protection service, including private hydrants, automatic fire sprinkler systems, standpipes, and other appurtenances that a Customer installs to assist in extinguishing fires.

i. The District's water distribution system is designed primarily for rural domestic consumption. It is not designed nor intended for use for fire protection. Any Customer relying upon the District's system for fire protection does so at its own risk and assumes full responsibility for the consequences of such reliance.

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RULES AND REGULATIONS

13. MONITORING OF CUSTOMER USAGE

At least once quarterly, the District will monitor each Customer's usage as follows: (T)

a. The customer's monthly usage for the most recent three-month period will be compared with the monthly usage for the 12 months immediately preceding that period. (T)

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

c. If the monthly usages differ by 100 percent or more and cannot be attributed to a readily identified common cause, the District will compare the Customer's monthly usage records for the 12-month period with the monthly usage for the same months of the preceding year. (T)

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

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

f. The District will notify the Customer of the investigation and its findings and will make any refunds or back billing in accordance with the Commission's regulations. (T)

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

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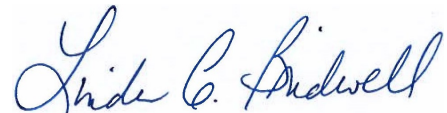
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14. RIGHTS AND RESPONSIBILITIES

a. Customers Requiring Uninterrupted Supply

(1) The District will endeavor to provide reasonable service but does not guarantee a sufficient or consistent pressure or an absolutely uninterrupted supply of water, and Customers are cautioned to provide sufficient storage of water where an absolutely uninterrupted supply must be assured, such as for steam boilers, domestic hot water systems, gas engines, etc.

(2) The District is not responsible for accidents or damages to fixtures or devices that take a supply of water directly from the service pipes and depend upon the hydraulic pressure of the District's pipe system for supplying water under working pressure.

b. Interruptions in Water Supply

(1) The District reserves the right at any time to shut off the water in the Mains without notice in case of accident or emergency, or for the purpose of making connections, extensions, improvements, alterations, repairs, changes, or for other proper business reasons, and may restrict the use of water to reserve a sufficient supply in its reservoirs for fire protection or other emergencies whenever the public welfare may so require in accordance with Commission Regulations. Notwithstanding any other provision in these Rules or any contract or agreement between the District and any Customer, when, in the District's judgment, sufficient supplies of water are not available to the District, for any reason, to meet all existing and reasonably anticipated demands for service or to preserve and replenish its storage in amounts sufficient to provide fire protection on its system, the District shall have the right to restrict, limit, curtail or interrupt water service to or water usage by any Customer or Customers.

(2) The temporary shutting off of water from any Premises for any cause, whether non-payment of bills, leaking pipes, fixtures, etc. shall not cancel a contract for water supply service except at the option of the District or upon notice from the Customer.

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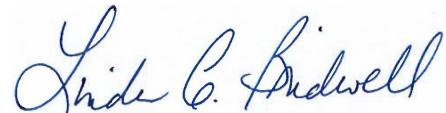
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c. District's Liability

(1) The District is not liable or responsible to any person or persons for any loss or damage from any excess or deficiency in the pressure, volume, or supply of water, due to any cause whatsoever. The District will use reasonable care and diligence to prevent interruptions and fluctuations in the service but does not guarantee that such will not occur.

(2) The District will make every effort to maintain a pressure on its distribution system that is required for reasonable service and is compliant with federal and state requirements but does not guarantee to furnish at all times any given quantity of water at any given pressure for fire uses or for general purposes.

(3) The District is not responsible for accidents or damages to boilers, hot water tanks, etc., resulting from the discontinuance of service, nor by reason of the breaking of any main, water pipe, fixture or appliance whether owned by the District or Customer. No person shall be entitled to damages or have any portion of a payment refunded for any interruption of service. The District will exercise every care in this matter. In the event of the necessity of turning off water, every reasonable effort will be made to notify the Customer.

(4) The District is not an insurer of property or persons and does not undertake to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise. It agrees to furnish such supply of water as is available. It shall be free and exempt from any claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever.

d. No person shall turn the water on or off at any street valve, District stop, curb stop or other street connection, or at meter setting or meter vault, or disconnect, remove or bypass any meter without the District's consent. The District has the right to prosecute for any damage resulting from any unauthorized tampering with District property.

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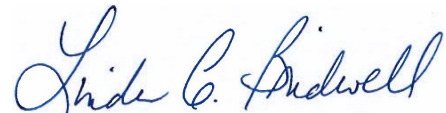
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RULES AND REGULATIONS

e. No electric wires shall be grounded on the District's mains or on any District Service Lines or pipes or fixtures of any kind which have a metallic connection with the District's mains.

f. The District retains the right to prosecute for any damage resulting violation of this Rule. Water furnished to any Customer, except if sold to a water utility for resale, is for the Customer's use only and such water shall not be resold by the Customer to any other person, firm, or corporation on the customer's premises or for use on any other premise.

g. A Customer shall grant or convey, or shall cause to be granted or conveyed, to the District a perpetual easement and right of way across any property that he or she owns or controls wherever said easement or right of way is necessary for the District's water facilities and lines necessary to furnish services to the Customer.

h. The service connection provided by the District to the Customer has a definite capacity. No addition to the equipment or load connected to the connection is allowed without the District's consent. Failure to provide notice of additions or changes in load, and to obtain the District's consent for such additions or changes, shall render the Customer liable for any damage to the District's lines or equipment caused by the additional or changed installation.

i. An Applicant/Customer is responsible for accurately identifying and marking all underground facilities which it owns, and which are located on its property prior to the District's installation of a service connection from the District's distribution system to the meter and meter box. Applicant/Customer assumes responsibility for all damages and losses resulting from its failure to accurately identify and mark such facilities and releases and indemnifies the District from any claims for damages that result from the Applicant/Customer's failure to accurately identify and mark such facilities.

j. Customer shall notify the District immediately should his or her service be unsatisfactory for any reason, or should he or she discover any defects, problems, trouble, or accidents affecting the District's water system.

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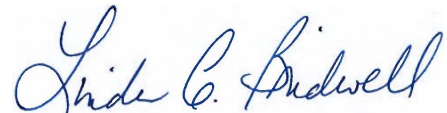
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RULES AND REGULATIONS

15. WATER MAIN EXTENSIONS

a. Upon request of applicant(s) for a water main extension, the District shall determine the total length and cost of the proposed extension (exclusive of meter connections). The District shall make an extension of fifty (50) feet or less to its existing distribution main without charge for a prospective customer who shall apply for and contract to use service for one (1) year or more.

b. If the total length of the extension exceeds the product of fifty (50) feet multiplied by the number of applicants:

(1) The Applicant(s) shall deposit with the District the total cost of the extension less the cost of fifty (50) feet of the extension for each applicant for service. For a period of five (5) years after construction of the extension, each additional customer whose service line is directly connected to the extension, and not to extensions or laterals therefrom, shall be required to contribute to the cost of the extension. The District shall recalculate the contribution rate based on the District's portion of the total cost (the cost of fifty (50) feet of the extension for each connection) and the current number of customers (including the additional customer(s)) and require each additional customer to pay the recomputed contribution rate and refund to Customers who have previously contributed to the extension's cost the amount necessary to reduce their contribution to the recalculated contribution rate.

(2) All Customers directly connecting to the extension for the five-year period after the extension is placed in service shall contribute equally to the extension's construction cost. Each Customer shall also pay the approved meter connection fee applicable at the time of his or her application for the meter connection. The meter connection fee shall not be considered part of the refundable cost of the extension and may be changed during the refund period. Required customer contributions to the extension cost shall end five years after the extension's placement into service.

(3) For the following five-year period, the District shall refund to the contributing customers the cost of fifty (50) feet of the extension for each connection. Total amount

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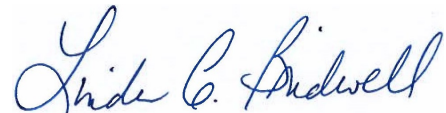
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refunded shall not exceed the amount paid the District. No refund shall be made after end of five-year period.

(4) Applicants required to contribute to the extension's cost shall maintain a current address on file with the District to ensure prompt and correct payment of any refund. The meter connection fee shall not be considered part of the refundable cost of the extension

c. Persons requesting a cost estimate of a proposed water main extension that requires District employees to visit the proposed service site to prepare such estimate, the District may assess a charge to the applicant equal to the labor and travel expenses necessary to prepare the estimate. If the applicant executes a contract for service within 90 days of the District's providing such estimate, the amount charged will be credited to the cost of the main.

16. LEAK ADJUSTMENTS

a. Any Customer, except a customer purchasing water to provide wholesale water service, may request a bill adjustment for all water usage resulting from a leak in its service line between the meter and the premises.

b. A request for leak adjustment must be in writing on a Leak Adjustment Request Form. The District will review the request and, if it determines that the request complies with the provisions of this Section, will adjust the Customer's bill consistent with Paragraph d of this Section. If an adjustment is granted, it will relate back to the bill for which the adjustment is requested.

c. A Customer must show the existence and repair of the leak and that the leak caused the above-average water usage by providing at least one of the following with the Customer's application: a plumber's statement, invoices for materials and labor, or sworn affidavits from persons with knowledge of the leak's existence and repair. The Customer is encouraged to provide all available information that supports the request for adjustment. The District will review the application and verify the existence of the leak and repairs. Plastic pipe for repair of underground

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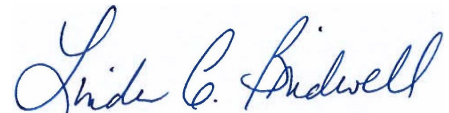
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water service lines must be certified to withstand a working pressure of 200 pounds per square inch or greater.

d. Except as provided in subparagraph e, water usage resulting from the leak will be determined by comparing the Customer's usage during the leak billing period to the Customer's average usage for the previous twelve (12) billing periods. Water usage in excess of the average customer usage will be billed at the lowest rate permitted for non-wholesale customers. If a customer applying for a leak adjustment has not been a customer of the District for twelve (12) consecutive months, the average customer usage will be used to determine the amount of the adjustment.

e. An adjustment may cover a maximum of two billing periods.

f. A customer may receive a leak adjustment only once during a twelve (12) month period.

g. A customer account shall be considered to be current while the leak adjustment request is being reviewed if the customer continues to make undisputed payments and stays current on subsequent bills.

h. No leak adjustment shall exceed \$1,200.

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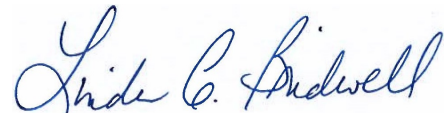
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TITLE Chairman

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

6/1/2023

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

AREA Entire Service Area

PSC KY NO. 2

Original SHEET NO. 35

Big Sandy Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

17. BILL FORMAT

a. Front

BIG SANDY WATER DISTRICT 18211 STATE ROUTE 3 CATLETTSBURG, KY 41129				
ACCOUNT		000 [REDACTED] 03/01/23 TO 04/03/23		
SERVICE AT		[REDACTED]		
TYPE	PRESENT	PREVIOUS	USAGE	CHARGES
W1	440200	440100	100	19.04
W1	Average Usage		100	
SR	Surcharge			6.42
UT				0.76
ST				1.57
Balance Forward Due May 15th Pay By Phone: 1-888-585-3067 Pay Online: www.bswd.org Office Closed on May 29th				
CLASS	AMOUNT DUE AFTER DUE DATE	DUE DATE	AMOUNT DUE ON OR BEFORE DUE DATE	
R01	30.34	05/25/23	27.79	
83948722				

RETURN SERVICE REQUESTED

PLEASE BRING ENTIRE BILL TO OFFICE OR MAIL THIS STUB WITH PAYMENT

000 [REDACTED] DUE DATE 05/25/23

AMOUNT DUE ON OR BEFORE DUE DATE 27.79 SAVE THIS 2.55 AMOUNT DUE AFTER DUE DATE 30.34

CATLETTSBURG KY 41129-9371

Date Issued 04/27/23

Date Issued 04/27/23

DATE OF ISSUE May 1, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE June 1, 2023
MONTH / DATE / YEAR

ISSUED BY /s/Paul Thomas
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

Linda C. Bridwell

EFFECTIVE

6/1/2023

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

AREA Entire Service Area

PSC KY NO. 2

Original SHEET NO. 36

Big Sandy Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

b. Back

<p>ENCLOSE THIS STUB WHEN PAYING BY MAIL FOR PROPER CREDIT</p>	<p>BIG SANDY WATER DISTRICT 18211 STATE ROUTE 3 CATLETTSBURG, KY 41129 (606) 928-2075 1-800-354-2933</p>
<p>BIG SANDY WATER DISTRICT 18211 STATE ROUTE 3 CATLETTSBURG, KY 41129 (606) 928-2075 1-800-354-2933</p>	<p>ADD 10% PENALTY IF NOT PAID BY DUE DATE RATES FURNISHED UPON REQUEST</p>
<p>ADD 10% PENALTY IF NOT PAID BY DUE DATE RATES FURNISHED UPON REQUEST</p>	<p>OFFICE HOURS: MON - FRI 8-4</p>
<p>OFFICE HOURS MON-FRI 8-4</p>	<p>AFTER HOURS CALL: (606) 939-6754 OR (606) 831-1223</p>
<p>AFTER HOURS CALL: (606) 831-1223 (606) 939-6754</p>	<p>CODES: WT = WATER SWR = SEWER GS = GAS</p>
<p>NOT RESPONSIBLE FOR MAIL DELIVERY</p>	<p>UC (USAGE CODES): E = ESTIMATED M = METER CHANGE</p>

DATE OF ISSUE May 1, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE June 1, 2023
MONTH / DATE / YEAR

ISSUED BY /s/Paul Thomas
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



EFFECTIVE

6/1/2023

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

AREA Entire Service Area

PSC KY NO. 2

Original SHEET NO. 37

Big Sandy Water District

CANCELLING PSC KY NO. _____

_____ SHEET NO. _____

RULES AND REGULATIONS

18. Forms

- a. Application for Water Service (N)
- b. Water Service User Agreement (N)
- c. Agreement for Standard Water Service (New Meter Connection) (N)
- d. Agreement for Nonstandard Water Service (New Meter Connection) (N)
- e. Request for Leak Adjustment (N)
- f. Partial Payment Plan Agreement (N)
- g. Water Turn-on Release Form (N)
- h. Form 51A380 – Declaration of Domicile for Purchase of Residential Utilities (N)
- i. Form 51A381 – Multi-Unit Declaration of Domicile for Landlords or Other Accountholders of Multi-Unit Dwellings Served by a Single Meter (N)

DATE OF ISSUE May 1, 2023
MONTH / DATE / YEAR

DATE EFFECTIVE June 1, 2023
MONTH / DATE / YEAR

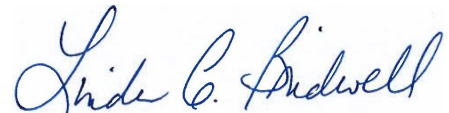
ISSUED BY /s/Paul Thomas
SIGNATURE OF OFFICER

TITLE Chairman

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

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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6/1/2023

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

APPLICATION FOR WATER SERVICE

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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6/1/2023

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

Big Sandy Water District
18211 State Rt. 3
Catlettsburg, KY 41129
(606) 928-2075

Application for Water Services

Date _____

Applicant Name(s) _____

Services Address _____ Apt # _____

City/State _____ Zip Code _____

Billing Address (If different from service address)

Street _____

City/State _____ Zip Code _____

Account Holder Information:

DL # _____ Email _____

Home Phone _____ Cell _____

Please Circle primary use of address: Residential Commercial Industrial
Other _____

Is this your permanent residence? Yes _____ No _____

Do you own or rent the services address? Own _____ Rent _____

If renting, Name of Landlord/Owner _____

Landlord/Owner Phone # _____

Do you have a rental agreement? Yes _____ No _____

Do you owe the District for water services furnished at the service address or another address?

Yes _____ No _____

Is there any person who will be residing at the services address that owe the District for water service furnished at the services address or another address? Yes _____ No _____

I hereby certify that all of the information provided by me in this application (or any other accompanying or required documents) is correct, accurate and complete to the best of my knowledge.

Signature _____

Date _____

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

6/1/2023

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

CK CS MO CC

OFFICE USE ONLY: Date Application Received _____ Deposit amount and date _____
Inspection: Yes or No Service Order# _____ Date Contract Signed/returned _____

WATER SERVICE USER AGREEMENT

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

6/1/2023

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

WATER USER AGREEMENT

This agreement, dated this ____ day of _____, 20____ between _____, (“Applicant”), whose mailing address is _____, and Big Sandy Water District, 18211 Kentucky Route 3, Catlettsburg, Kentucky 41129, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a water distribution system serving Boyd, Carter, Johnson, and Lawrence Counties, Kentucky for domestic, livestock, lawn, garden and other uses;

WHEREAS, Applicant desires to purchase water services from the District, Applicant hereby enters into this water user’s agreement as required by the Rules and Regulations of the District;

Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. The District shall furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to Applicant at the property located at _____.
2. Applicant agrees to **pay the bill for service** by the due date specified on the bill for water furnished to the property previously identified and to continue to be responsible for such service until the District in writing to the contrary.
3. Applicant agrees to pay a deposit as required by the District’s Rules and Regulations. This deposit is refundable after eighteen (18) months if Applicant has established a satisfactory payment history or upon termination of service and payment of all accounts owed.
4. Applicant agrees to comply with and be bound by the District’s Rules and Regulations, now in force or as hereafter duly and legally supplemented, amended, or changed. Applicant agrees to pay for water at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District’s Rules and Regulations, or which the District has or hereafter adopts and imposes.
5. Applicant acknowledges that Applicant’s failure to water charges duly imposed will result in the following consequences: (a) Nonpayment after the due date of the original bill will result in a penalty of **10 percent** of the delinquent amount; (b) Nonpayment **Public Service 20 days** after the mailing date of the original bill may result in termination of service; and (c) If service is terminated for nonpayment, a **reconnection fee of \$22.00** will be assessed to restore service.
6. The District shall determine the allocation of water to A _____ shortage and may terminate service to Applicant if Applicant all _____

be made to Applicant's service line for the purpose of supplying water to another party. If the District's total water supply is insufficient to meet the needs of all users, the District may prorate the available water among its users on such basis as the District deems equitable. Applicant acknowledges that the District must first satisfy the needs of all users for domestic purposes before supply any water for livestock purposes and must satisfy the needs of all users for domestic and livestock purposes before supplying any water for garden purposes.

7. Applicant understands and agrees that Applicant is responsible for all costs associated with the installation and maintenance of Applicant's service line plumbing, including a shut-off valve, one-way check valve, pressure reducing valve, and thermal expansion tank, installed on Applicant's property beginning at the outlet side of the water meter. Applicant agrees that the District shall have exclusive rights to use shut-off valve and meter.

8. Applicant represents that all information set forth in its Application Form is true and accurate to the best of Applicant's knowledge Applicant further acknowledges that providing false, misleading, or inaccurate information in the application or contract is grounds for discontinuance of water service.

9. This Agreement constitutes all terms and understandings of the Parties regarding the provision of water service to the property previously identified in this Agreement.

APPLICANT:

BIG SANDY WATER DISTRICT:

Signature

Signature

Print Name

Title

WITNESS:


WITNESS:



AGREEMENT FOR STANDARD SERVICE (NEW METER CONNECTION)

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



EFFECTIVE

6/1/2023

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

**WATER USER AGREEMENT
STANDARD METER SERVICE**

This agreement, dated this ____ day of _____, 20__ between _____, (“Applicant”), whose mailing address is _____, and Big Sandy Water District, 18211 Kentucky Route 3, Catlettsburg, Kentucky 41129, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a water distribution system serving Boyd, Carter, Johnson, and Lawrence Counties, Kentucky for domestic, livestock, lawn, garden and other uses;

WHEREAS, Applicant desires to purchase water services from the District, Applicant hereby enters into this water user’s agreement as required by the Rules and Regulations of the District;

Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. The District shall furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to Applicant in connection with the property to be served by this agreement. The property to be served is located at: _____.

2. Applicant understands and agrees that no more than one residence, including mobile homes, or business may connect to one water meter. If multiple buildings are built on the same property, each building must have its own water meter.

3. Applicant agrees to **pay a meter connection fee of \$1,590.00** to the District. Upon payment of this fee, the District agrees to connect to its distribution main and install a standard size (5/8-inch x 3/4-inch) meter service at or near Applicant’s property line, subject to distance limitations set forth the District’s Rules and Regulations. The District will consult with Applicant as to the most practical location for the meter. Applicant shall connect Applicant’s service line to the District’s water distribution system and commence to use water from that system on the date water is made available to Applicant. The District’s charges to Applicant will commence upon the date that water service is made available.

4. Applicant understands and agrees that Applicant must furnish and labor necessary pipe to make the connection from the point of service to the point of usage and be financially responsible for all costs associated with the installation and maintenance of Applicant’s service line plumbing, including a shut-off valve, one-way check valve, pressure reducing valve, and thermal expansion tank, installed on Applicant’s property beginning at the outlet side. Applicant agrees that the District shall have exclusive rights to use shut-off

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Linda C. Bridwell
Executive Director

Linda C. Bridwell

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

5. Applicant agrees that: the service line must be laid at a sufficient depth (a minimum of 24 inches) to prevent freezing during the coldest weather normally experienced except where services are not intended for use during freezing weather and are actually drained during such periods, that the installation and maintenance of the water service line must be in accordance with the District's Rules and Regulations and the regulations of the Kentucky Department for Public Health and that the service line shall be kept in good repair at all times. Applicant further agrees that 18 AWG copper tracer wire will be installed with the service line.

6. Applicant acknowledges and agrees that evidence of a plumbing permit from the appropriate regulatory agency must be presented to the District before service will be established.

7. Applicant acknowledges that Applicant is responsible for accurately identifying and marking all underground facilities on Applicant's property owned by the Applicant and that Applicant is responsible for all damages resulting from Applicant's failure to do so and releases and indemnifies the District from any claims for damages resulting from Applicant's failure to accurately identify and mark such facilities.

8. Applicant acknowledges that **the District does not guarantee water service to Applicant** and that construction of the water line to service the property identified in this Agreement depends upon (1) the availability of funds for the construction of necessary facilities to serve the property; (2) receipt of all applicable Federal, state and local government entities having jurisdiction; and (3) a determination that service to the property is technically and economically feasible.

9. Applicant agrees that no present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from Applicant's present water supply prior to connecting to and switching to the District's system and will eliminate present or future cross-contamination.

10. Applicant agrees to pay a deposit as required by the District's Rules and Regulations. This deposit is refundable after eighteen (18) months if Applicant has established a satisfactory payment history or upon termination of service and payment of all accounts owed.

11. Applicant agrees to comply with and be bound by the District's Rules and Regulations, now in force or as hereafter duly and legally supplemented, amended, or changed. Applicant agrees to pay for water at such rates, time and place as shall be determined by the District and agrees to the imposition of such penalties for noncompliance as are now set out in the District's Rules and Regulations, or which the District has or hereafter adopts and imposes.

12. Applicant acknowledges that Applicant's failure to pay water charges duly imposed will result in the following consequences: (a) Nonpayment after the due date of the original bill will result in a penalty of **10 percent** of the delinquent amount; (b) Nonpayment within twenty (20) days from the mailing date of the original bill may result in termination of service; and (c) If service is terminated for nonpayment, a **reconnection fee of \$22.00** will be assessed to restore service.

13. Applicant agrees to grant to the District, its successors and assigns, in, over, under and upon real property owned by Applicant, with the right to use, and thereafter use, inspect, maintain, replace and remove

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PUBLIC SERVICE COMMISSION
Linda C. Bridwell
Executive Director



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

facilities, together with the right to utilize adjoining real property belonging to Applicant for the purpose of ingress to and egress from those lands.

14. The District shall determine the allocation of water to Applicant in the event of a water shortage and may terminate service to Applicant if Applicant allows a connection or extension to be made to Applicant's service line for the purpose of supplying water to another party. If the District's total water supply is insufficient to meet the needs of all users, the District may prorate the available water among its users on such basis as the District deems equitable. Applicant acknowledges that the District must first satisfy the needs of all users for domestic purposes before supply any water for livestock purposes and must satisfy the needs of all users for domestic and livestock purposes before supplying any water for garden purposes.

15. Applicant represents that all information set forth in its Application Form is true and accurate to the best of Applicant's knowledge Applicant further acknowledges that providing false, misleading, or inaccurate information in the application or contract is grounds for discontinuance of water service.

16. This Agreement constitutes all terms and understandings of the Parties regarding the provision of water service to the property previously identified in this Agreement.

APPLICANT:

BIG SANDY WATER DISTRICT:

Signature

Signature

Print Name

Title

WITNESS:

WITNESS:



AGREEMENT FOR NONSTANDARD SERVICE

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

A handwritten signature in blue ink, reading "Linda C. Bridwell", is positioned within a red rectangular box.

EFFECTIVE

6/1/2023

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

**WATER USER AGREEMENT
NON-STANDARD METER SERVICE**

This agreement, dated this ____ day of _____, 20__ between _____, (“Applicant”), whose mailing address is _____ and Big Sandy Water District, 18211 Kentucky Route 3, Catlettsburg, Kentucky 41129, (“the District”) (collectively “the Parties”);

WITNESSETH:

WHEREAS, the District operates a water distribution system serving Boyd, Carter, Johnson, and Lawrence Counties, Kentucky for domestic, livestock, lawn, garden and other uses, and has as its standard domestic service connection a 5/8-inch x 3/4-inch size meter;

WHEREAS, Applicant requests and has evidenced to District probable consumption of water in excess to that which the District’s standard size connection can provide; and,

WHEREAS, Applicant requests service through a non-standard size meter;

WHEREAS, Applicant desires to purchase water services from the District, Applicant hereby enters into this water user’s agreement as required by the Rules and Regulations of the District;

Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. The District shall furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to Applicant in connection with the property to be served by this agreement. The property to be served is located at: _____ and shall be served through a _____-inch meter, which shall be located at a point adjacent to the property, and which the District shall install upon Applicant’s payment of \$_____ and Applicant’s conveyance of legal title to all lines and appurtenances between the District’s mains and the water meter. .

2. Applicant understands and agrees that no more than one residence, including mobile homes, or business may connect to one water meter. If multiple buildings are built on the same property, each building must have its own water meter.

3. Applicant agrees to **pay a meter connection fee of \$_____** to the District. This fee is for one service connection only. Any additional service connection for Applicant’s property must be separately contracted. Upon payment of this fee, the District agrees to install a _____-inch meter service at or near Applicant’s property, subject to the distance limitations set forth the District’s Rules and Regulations.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell
Executive Director**

Linda C. Bridwell

EFFECTIVE

6/1/2023

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

Applicant as to the most practical location for the meter. Applicant shall connect Applicant's service line to the District's water distribution system and commence to use water from that system on the date water is made available to Applicant. The District's charges to Applicant will commence upon the date that water service is made available.

4. Applicant understands and agrees that Applicant must furnish and lay the necessary pipe to make the connection from the point of service to the point of usage and be financially responsible for all costs associated with the installation and maintenance of Applicant's service line plumbing, including a shut-off valve, one-way check valve, pressure reducing valve, and thermal expansion tank, installed on Applicant's property beginning at the outlet side of the water meter. Applicant agrees that the District shall have exclusive rights to use shut-off valve and meter.

5. Applicant agrees that: the service line must be laid at a sufficient depth (a minimum of 24 inches) to prevent freezing during the coldest weather normally experienced except where services are not intended for use during freezing weather and are actually drained during such periods, that the installation and maintenance of the water service line must be in accordance with the District's Rules and Regulations and the regulations of the Kentucky Department for Public Health and that the service line shall be kept in good repair at all times. Applicant further agrees that 18 AWG copper tracer wire will be installed with the service line.

6. Applicant acknowledges and agrees that evidence of a plumbing permit from the appropriate regulatory agency must be presented to the District before service will be established.

7. Applicant acknowledges that Applicant is responsible for accurately identifying and marking all underground facilities on Applicant's property owned by the Applicant and that Applicant is responsible for all damages resulting from Applicant's failure to do so and releases and indemnifies the District from any claims for damages resulting from Applicant's failure to accurately identify and mark such facilities.

8. Applicant acknowledges that **the District does not guarantee water service to Applicant** and that construction of the water line to service the property identified in this Agreement depends upon (1) the availability of funds for the construction of necessary facilities to serve the property; (2) receipt of all applicable Federal, state and local government entities having jurisdiction; and (3) a determination that service to the property is technically and economically feasible.

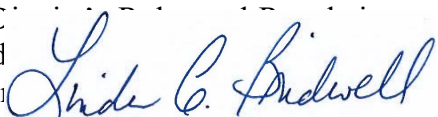
9. Applicant agrees that no present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from Applicant's present water supply prior to connecting to and switching to the District's system and will eliminate present or future cross-contamination.

10. Applicant agrees to pay a deposit as required by the District's Rules and Regulations. This deposit is refundable after eighteen (18) months if Applicant has established a satisfactory payment history or upon termination of service and payment of all accounts owed.

11. Applicant agrees to comply with and be bound by the E now in force or as hereafter duly and legally supplemented, amend to pay for water at such rates, time and place as shall be determined

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

6/1/2023

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

the imposition of such penalties for noncompliance as are now set out in the District's Rules and Regulations, or which the District has or hereafter adopts and imposes.

12. Applicant acknowledges that Applicant's failure to water charges duly imposed will result in the following consequences: (a) Nonpayment after the due date of the original bill will result in a penalty of **10 percent** of the delinquent amount; (b) Nonpayment within twenty (20) days from the mailing date of the original bill may result in termination of service; and (c) If service is terminated for nonpayment, a **reconnection fee of \$22.00** will be assessed to restore service.

13. Applicant agrees to grant to the District, its successors and assigns, a perpetual easement in, over, under and upon real property owned by Applicant, with the right to erect construct, install and law, and thereafter use, inspect, maintain, replace and remove water lines and appurtenant facilities, together with the right to utilize adjoining real property belonging to Applicant for the purpose of ingress to and egress from those lands.

14. The District shall determine the allocation of water to Applicant in the event of a water shortage and may terminate service to Applicant if Applicant allows a connection or extension to be made to Applicant's service line for the purpose of supplying water to another party. If the District's total water supply is insufficient to meet the needs of all users, the District may prorate the available water among its users on such basis as the District deems equitable. Applicant acknowledges that the District must first satisfy the needs of all users for domestic purposes before supply any water for livestock purposes and must satisfy the needs of all users for domestic and livestock purposes before supplying any water for garden purposes.

15. Applicant represents that all information set forth in its Application Form is true and accurate to the best of Applicant's knowledge Applicant further acknowledges that providing false, misleading, or inaccurate information in the application or contract is grounds for discontinuance of water service.

16. This Agreement constitutes all terms and understandings of the Parties regarding the provision of water service to the property previously identified in this Agreement.

APPLICANT:

BIG SANDY WATER DISTRICT:

Signature

Signature

Print Name

Title

WITNESS:


WITNESS:



REQUEST FOR LEAK ADJUSTMENT

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

6/1/2023

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

**BIG SANDY WATER DISTRICT
LEAK ADJUSTMENT REQUEST**

Account Name: _____

Service Address: _____

Account Number: _____

1. Date of Repairs: _____

2. Person or Firm Making Repairs _____

3. Materials Used For Repairs: _____

_____. (Attach receipts for materials used.)

4. Attached a copy of Plumber's Statement regarding repairs if Plumber performed the repairs.

5. Leak Location: _____

a. State Distance from Meter Box _____ feet

b. State Distance from House _____ feet

Customer acknowledges that the water usage resulting from the leak will be determined by comparing the Customer's usage during the leak billing period to the Customer's average usage for the past twelve (12) billing periods. Water usage in excess of the average customer usage will be billed at the lowest volumetric rate on Big Sandy Water District's ("the District") rate schedule. If a customer applying for a leak adjustment has not been a customer of the District for 12 consecutive months, the average usage will be used to determine the amount of the adjustment. If the Customer's request for an adjustment is approved, its bill for water service during the month in which the leak occurred will be equal to the sum of the cost of water for the Customer's average monthly water usage billed at the District's existing rate schedule and the cost of the water in excess of the Customer's average monthly water usage billed at the lowest volumetric rate on the District's rate schedule.

Customer further acknowledges that the Customer's account shall be considered to be current while the leak adjustment request is being reviewed if the Customer makes current payments and stays current on subsequent bills.

**KENTUCKY
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell
Executive Director**

Linda C. Bridwell

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6/1/2023

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

Customer further acknowledges that the Customer may apply and receive a leak adjustment for a service location only once during a 12-month period and that any adjustment will cover no more than two billing periods.

Customer acknowledges that no adjustment to the Customer's bill for water service will be made until this form, completed in its entirety, signed and dated, receipts and a plumber's statement (if applicable), are returned to the District.

Customer hereby verifies that the Customer has read the information given above and that all statements are true and correct, and that the excess usage in my plumbing system has now been corrected.

Customer's Name: _____

Customer's Phone Number: _____

SIGNED: _____

DATE: _____


KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director 
EFFECTIVE 6/1/2023

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

PAYMENT PLAN AGREEMENT

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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6/1/2023

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

ACCOUNT # _____

NAME _____

DELINQUENT AMOUNT OWED _____

DATE _____

ADDRESS _____

It is the policy of Big Sandy Water District to allow customers who have delinquent bills to agree and pay on a set payment plan. The customer must make payment amounts in consecutive equal monthly payments within 6 months to 2 years. However, if the customer does not make any of the agreed payments when due (payments are due at the same time as the regular water bill) the entire unpaid balance shall be due and must be paid before they customer is given any additional water service.

Customer has agreed to _____ consecutive payments

@ _____ per month.

This installment amount will not be shown on your bill. You will need to pay this amount each month along with your current usage each month. If you have any question, please feel free to call us at (606)928-2705.

Read and understood by:

Customer's signature

Big Sandy Water District is an equal opportunity provide:

**KENTUCKY
PUBLIC SERVICE COMMISSION**

Linda C. Bridwell
Executive Director



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6/1/2023

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

WATER TURN-ON RELEASE

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



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6/1/2023

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

Big Sandy Water District

18211 State Rt. 3
Catlettsburg, KY 41129

Water Turn-On Release Form

I am the owner or lawful tenant of the premises located at _____
(hereinafter the "Premises"). I have been advised of Big Sandy Water District's rule prohibiting the turn-on of water service.

Unless the Customer or the Customer's representative is physically present at the Premises at the time of turn-on. I have also been advised that the purpose of this rule is to prevent potential water damage if water service is restored and faucets, valves, or other uses of water in the premises have been left on or faulty and water runs without proper supervision. Notwithstanding the potential consequences of such an event, I request and authorize the District to turn on water service, both for initial service and turn-ons following a disconnection, even if no one is present at the Premises. I understand that I should turn-off all faucets and valves, and confirm their proper operating condition, or turn off the main shut-off valve, and take other precautions necessary to avoid water damage when the water is turned on and no one is present at the Premises.

In consideration of having the District turning on the water services to the Premises when I am not physically present at the Premises:

- 1.) For myself and for my heir, executors, successor and assigns, I hereby to the fullest extent permitted at law and equity release and forever discharge the District and the District's commissioners, officers, employees and agents from all claims, demands, damages, and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on the water service to the Premises when I or my representative is not present at the Premises.
- 2.) For myself and for my heirs, executors, successor and assigns, I hereby to the fullest extent permitted at law and equity agree to defend, protect, hold harmless and indemnify the District and the District's commissioners, officers, employees and agents from and against any and all claims, demands, damages, and causes of action relating to any property damage or personal injury, including death, arising from or related to the turning on of water services to the Premises when I or my representatives is not present at the Premises.

I provided the above release and indemnity on the date written below.

Signature: _____

Printed Name: _____

Date: ____/____/____

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director

EFFECTIVE 6/1/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FORM 51A380
DECLARATION OF DOMICILE
FOR PURCHASE OF RESIDENTIAL
UTILITIES

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director

A handwritten signature in blue ink that reads "Linda C. Bridwell". The signature is written in a cursive style with a large initial "L" and "B".

EFFECTIVE

6/1/2023

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

Big Sandy Water District
DECLARATION OF DOMICILE FOR
PURCHASE OF RESIDENTIAL UTILITIES

**(LANDLORDS OR OTHER ACCOUNTHOLDERS OF MULTI-UNIT DWELLINGS SERVED BY A SINGLE METER
(MASTER METER) USE THE MULTI-METER DECLARATION OF DOMICILE)**

In accordance with the provisions of KRS 139.470(7) this declaration may only be executed for the purchase of sewer services, water, and fuel by Kentucky residents for use in heating, water heating, cooking, lighting, and other residential uses. "Fuel" shall include but not be limited to natural gas, electricity, fuel oil, bottled gas, coal, coke, and wood.

_____ is the accountholder for _____
Name of Accountholder *Service Address*

I, _____, am the resident or
Name of Individual Signing the Declaration (cannot be landlord)

Relationship of the undersigned to the resident

I declare that the address listed is my place of domicile* or the place of domicile* of _____
Name of Resident

and the purchase of residential utilities for use at this address meets the qualifications for exemption from Kentucky sales and use tax under KRS 139.470(7).

Accordingly, I request the account associated with the above listed service address be classified as exempt from sales and use tax. I understand the exemption will begin on the date of the first full billing cycle after the date of receipt of this declaration by the utility provider or rural electric cooperative.

Under penalties of perjury, I swear or affirm that the information on this declaration is true and correct as to every material matter.

Signature if resident or representative

Date

* KRS 139.470(7) describes a place of domicile as "the place where an individual has his or her legal, true, fixed and permanent home and principal establishment, and to which, whenever the individual is absent, the individual has the intention of returning."

KENTUCKY PUBLIC SERVICE COMMISSION
Linda C. Bridwell Executive Director 
EFFECTIVE 6/1/2023 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FORM 51A381
MULTI-UNIT DECLARATION OF
DOMICILE FOR LANDLORDS OR
OTHER ACCOUNTHOLDERS OF
MULTI-UNIT DWELLINGS
SERVED BY A SINGLE METER

KENTUCKY
PUBLIC SERVICE COMMISSION

Linda C. Bridwell
Executive Director



EFFECTIVE

6/1/2023

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

BIG SANDY WATER DISTRICT
MULTI-UNIT DECLARATION OF DOMICILE
FOR LANDLORDS OR OTHER ACCOUNTHOLDERS
OF MULTI-UNIT DWELLINGS SERVED BY A SINGLE METER (MASTER METER)



Under penalties of perjury, I swear or affirm that the _____ declarations I am submitting with this form include
Specific Number

100% of the dwelling units at the service address below.

Service Address *Number of Dwelling Units*

Account Name (*printed*) _____

Authorized Signature _____

Date _____

Instructions

- This Multi-Unit Declaration of Domicile is for landlords or other persons holding a single account with a utility provider or rural electric cooperative which serves multiple dwelling units.
- Submit the Multi-Unit Declaration of Domicile along with individual declarations for all dwelling units to each applicable utility provider or rural electric cooperative, not to the Department of Revenue.
- Landlords or other accountholders should submit a Multi-Unit Declaration of Domicile for each meter that serves multiple units; however, every unit served by the meter must have a fully-completed Declaration of Domicile for the account to qualify as residential. **Landlords or other accountholders may not complete the Declaration of Domicile on behalf of their residents.**
- Accounts for meters that exclusively serve common areas or that serve common areas and multiple dwelling units are not eligible for residential treatment. No declaration shall be submitted for these accounts.
- The change in taxability for accounts will be effective on the first day of the first full billing cycle after the date of receipt of this Multi-Unit Declaration of Domicile by the utility provider or rural electric cooperative.

Department of Revenue Contact Information:

Phone: 502-564-5170

Email: DOR.Webresponsesalestax@ky.gov

