P.S.C. KY. NO. 2

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

JUDY WATER ASSOCIATION, INC.

2010 MAYSVILLE ROAD

MOUNT STERLING, KY 40353

RATES & CHARGES

AND

RULES & REGULATIONS

FOR FURNISHING

WATER SERVICE

IN

MONTGOMERY, BATH, CLARK, AND BOURBON COUNTIES

KENTUCKY

FILED WITH THE

KENTUCKY

PUBLIC SERVICE COMMISSION

DATE OF ISSUE January 7, 2010
Month / Date / Year

DATE EFFECTIVE March 1, 2010
Month / Date / Year

ISSUED BY
(Signature of Officer)

TITLE SECRETARY / TREASURER

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Bunt Kirtley

EFFECTIVE

3/1/2010

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

FOR Montgomery, Clark, Bourbon, and Bath
Community, Town or City

P.S.C. KY. NO. 2

1st Revised SHEET NO. 1

Judy Water Association
(Name of Utility)

CANCELLING P.S.C. KY. NO. 2

Original SHEET NO. 1

RATES AND CHARGES

RATE SCHEDULE

First 1,000 gallons	**$13.28** Minimum bill	(I)
Next 4,000 gallons	**$8.91** per 1,000 gallons	(I)
Next 5,000 gallons	**$8.01** per 1,000 gallons	(I)
Over 10,000 gallons	**$7.11** per 1,000 gallons	(I)

A $16.77 surcharge will be added to the bills of customers on the Bourbon County Waterline Extension. Therefore, the minimum bill for those customers will be $30.05 (13.28 + 16.77 = 30.05) (I)

DATE OF ISSUE 6-14-19
Month / Date / Year

DATE EFFECTIVE 7-1-19
Month / Date / Year

ISSUED BY
(Signature of Officer)

TITLE MANAGER

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION
IN CASE NO. 2019-00212 DATED July 8, 2019

KENTUCKY
PUBLIC SERVICE COMMISSION
Gwen R. Pinson
Executive Director
Gwen R. Pinson
EFFECTIVE
7/1/2019
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Parts of Montgomery, Clark, Bath, Nicholas, & Bourbon Counties

P.S.C. KY. NO. 2

Original SHEET NO. 2

Judy Water Association
(Name of Utility)

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

SHEET NO.

The provisions of this tariff are in addition to and subject to Commonwealth of Kentucky statutes and Public Service Commission regulations.

This tariff will uniformly apply to all customers of the utility, and no employee or commissioner of the utility is permitted to make any exception to any portion of this tariff without PSC acceptance and/or approval.

A. General Information.

1. All customers must grant, convey, or cause to be granted or conveyed to the utility a perpetual easement and right-of-way across any property owned or controlled by the customer wherever necessary for the utility's facilities in order to provide service.
2. Each prospective customer desiring water service must sign the utility's Water Service Contract before service is supplied by the utility.
3. No customer may resell water except under the terms of a special contract executed by the utility and accepted or approved by the PSC.
4. A customer shall notify the utility immediately if there is a problem with the service or if an accident occurs that affects the water system.
5. With respect to any billing dispute, customer accounts shall be considered to be current while the dispute is pending as long as the customer continues to make undisputed payments and stays current on subsequent bills.
6. Bills and notices from the utility will be mailed to the customer at the address listed on the Water Service Contract unless a change of address has been filed with the utility in writing. The utility will not otherwise be responsible for delivery of any bill or notice, nor will the customer be excused from the payment of any bill or any performance required in the notice.
7. Billing Cycle -- Water service will be billed once every month.

DATE OF ISSUE January 7, 2010
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(Signature of Officer)

TITLE SECRETARY / TREASURER

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Bunt Kirtley

EFFECTIVE

3/1/2010

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

B. Deposits.

1. The utility requires a cash deposit to secure payment of bills, an equal amount for each class of customers, not to exceed 2/12 of the average annual bill when billed monthly, 3/12 when billed every 2 months, and 4/12 when billed every 3 months.
2. Deposit amount(s) shall be as follows:

   $100.00

3. Service will be refused or discontinued if payment of deposit is not made.
4. Deposits may be waived for a customer showing satisfactory credit or payment history with the following criteria being considered: (a) Previous history with the utility. If the customer has no previous history with the utility, statements from other utilities, banks, etc., may be presented by the customer as evidence of good credit; (b) Whether the customer has an established income or line of credit; (c) Length of time the customer has resided or been located in the area; (d) Whether the customer owns the property to be served; (e) Whether another customer with a good payment history is willing to sign as a guarantor for an amount equal to the required deposit.
5. Interest will accrue on all deposits at the rate prescribed by law beginning on the date of the deposit. Interest accrued will be refunded to the customer or credited to the customer's bill on an annual basis. If interest is paid or credited to the customer's bill prior to twelve (12) months from the date of deposit or the last interest payment date, the payment or credit shall be on a prorated basis.
6. Deposits will be refunded to customers:

   ✓ after 12 months if customer has established a satisfactory payment history ***or*** upon termination of service if a satisfactory payment history is not established.

   ___ upon termination of service.

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
3/1/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Judy Water Association
(Name of Utility)

C. Multiple Connections on a Single Meter.

With the exception of existing connections, the existence of a special contract or unusual circumstances requiring approval of the utility, a single meter can serve no more than one residential or commercial unit on and after the effective date of this tariff.

For existing connections, special contracts, or other utility approved situations, where two or more units are being served by one meter, the following rules will apply:

1) One bill per meter will be sent to the customer that signed the Water Service Contract.

2) The bill will consist of a charge in the amount of the utility's minimum bill multiplied by the number of units the meter serves. The amount of water included with a minimum bill will be multiplied by the number of units and deducted from the total amount of consumption. The remaining consumption will be evenly distributed among each unit, added to each unit's minimum bill, with the charges calculated according to currently approved rates.

3) The customer that signed the Water Service Contract will be fully and solely responsible for the charges associated with the connection including payment for all water passing through the meter, regardless of which unit is responsible for the water consumption.

D. Special Nonrecurring Charges – Meter Related.

1. Meter Connection /Tap-On Charge: 5/8" by 3/4" meter $ 750.00

   1" or larger meter Actual Cost

   Will be assessed to hook up a new meter connection/tap-on.

2. Meter Relocation Charge: Actual Cost

   Will be assessed when a customer or other authorized person requests that a meter be relocated, changed, or modified. Those requesting a change must reimburse the utility for the actual costs incurred, including but not limited to appropriate legal, administrative, engineering, overhead, or other related costs.

3. Meter Test Charge: $ 20.00

   Will be assessed when a customer requests the utility perform a test on the customer's meter to check for accuracy and the test shows the customer's meter is not more than two percent (2%) fast. The utility will perform such test on any meter upon written request of any customer if the request is not made more than once every twelve (12) months.

KENTUCKY
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Bunt Kirtley
EFFECTIVE
3/1/2010
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FOR Parts of Montgomery, Clark, Bath, Nicholas, & Bourbon Counties

P.S.C. KY. NO. 2

Original SHEET NO. 6

Judy Water Association
(Name of Utility)

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

SHEET NO.

E. RESERVED FOR FUTURE USE

DATE OF ISSUE January 7, 2010
Month / Date / Year

DATE EFFECTIVE March 1, 2010
Month / Date / Year

ISSUED BY
(Signature of Officer)

TITLE SECRETARY / TREASURER

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Bunt Kirtley

EFFECTIVE

3/1/2010

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

F. Special Nonrecurring Charges – Billing Related.

1. Returned Check Charge: $ 25.00

Will be assessed when a customer's check is returned, either due to insufficient funds or other reason due to customer fault.

2. Late Payment Penalty: 10%

Will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The penalty may be assessed only once on any bill for rendered services. Any payment received shall first be applied to the bill for service rendered. Additional penalty charges shall not be assessed on unpaid penalty charges.

3. Credit /Debit Card Fee: Actual Cost

Will be assessed to customers that pay their bill by credit or debit card. This method of payment may be made in person at the utility office or by telephone or if available, online.

If on the bill due date an attempt to pay by credit/debit card is made and the card is declined for any reason, payment is still due in full on that date and will be considered late after that date. All late charges and penalties will be applied. If a customer is paying on our disconnect day and the card is denied, the same rules as above apply, in addition to service being disconnected.

When a customer makes a payment by credit/debit card, the utility will assess a fee equal to that charged to the utility by the credit or debit card processing company to process the transaction. This fee is generally calculated using a formula applied to the balance of the amount charged to the credit/debit account but may be a flat fee per transaction. Prior to processing the transaction, the customer will be informed of the fee amount and, upon request by the customer, the formula employed to arrive at this fee amount.

Judy Water Association
(Name of Utility)

G. Leak Policy.

While a utility is not required to have a leak adjustment policy to adjust bills due to a water leak, this utility chooses to offer a leak adjustment under the following conditions:

1. The customer must request a leak adjustment in writing to the utility, and must provide a plumber's statement or other proof showing the leak has been repaired.
2. The customer's bill will be based on two components. The first step will be to calculate the customer's average monthly usage over a twelve-month period. The second step will be to deduct the customer's average monthly usage (as calculated above) from the total amount of water that passed through the meter. The usage calculated in step one will be billed at the utility's regular rates, while the remaining usage will be charged at the per thousand gallon leak adjustment rate. All water passing through the meter must be accounted and paid for by the customer. Therefore, the customer will owe the amount of his/her average bill plus the per thousand gallon leak adjustment rate for the remainder of the water that passed through the meter.
3. If the meter or customer is so new that usages are not available for an entire twelve-month period, the water bill will be estimated by the utility and adjusted upward or downward when a twelve-month average of actual meter readings are available.
4. Wholesale customers are not eligible for this Leak Policy.
5. Only one leak adjustment will be made for a specific service location during any given 36 month period.
6. The leak adjustment rate shall be the rate that Judy pays for water from it's wholesale supplier.

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H. Bill Adjustments.

1. Fast or Slow Reading Meters

a) If upon periodic test, requested test, or complaint test, a meter in service is found to be more than two (2) percent fast, additional tests will be made to determine the average error of the meter. The tests will be made in accordance with Public Service Commission rules and regulations applicable to the type of meter involved.

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 an instance where a utility has filed a verified complaint with the appropriate law enforcement agency alleging fraud or theft by a customer, the utility will immediately determine the period during which the error has existed, and will re-compute and adjust the customer's bill to either provide a refund to the customer or collect any under-billed amount.

c) The utility will readjust the account based upon the period during which the error is known to have existed. If the period during which the error existed cannot be determined with reasonable precision, 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 discretion of the customer within thirty (30) days after final meter test results. A utility will not require customer repayment of any under-billing to be made over a period shorter than a period coextensive with the under-billing.

2. Meter Read Failure. When a meter has ceased to register, or a meter reading cannot be obtained, the quantity of water to be billed will be based upon historical usage data for the customer. If that data is not available, the average usage of similar customer loads shall be used for comparison purposes in calculating the bill.

FOR Parts of Montgomery, Clark, Bath, Nicholas, & Bourbon Counties

P.S.C. KY. NO. 2

Original SHEET NO. 10

Judy Water Association
(Name of Utility)

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

SHEET NO.

I. Utility Initiated Refusal of Service and Termination of Service With Advance Notice.

The utility may refuse or terminate service to a customer if the following conditions exist provided the customer has been given proper written notice pursuant to PSC laws and regulations along with notice of the customer's right to challenge the termination by filing a complaint with the PSC. Termination of service is in addition to any legal remedies the utility may pursue, and the utility is not required to restore service until the customer has complied with the utility's tariff and PSC laws and regulations.

1. For noncompliance with the utility's tariff or PSC laws and regulations, the utility may refuse service or terminate service with proper advance notice.
2. For dangerous conditions, the utility may refuse service until any and all dangerous conditions have been properly corrected.
3. For refusal of access, the utility may refuse service or terminate service with proper advance notice.
4. For outstanding indebtedness, the utility may refuse service until the customer has paid the outstanding debt.
5. For noncompliance with state, local, or other codes, the utility may refuse service or terminate service with proper advance notice.
6. For non-payment of bills, a utility may terminate service with proper advance notice.

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ISSUED BY
(Signature of Officer)

TITLE SECRETARY / TREASURER

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Bunt Kirtley

EFFECTIVE

3/1/2010

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

J. Utility Initiated Refusal of Service or Termination of Service Without Advanced Notice.

The utility may refuse or terminate service to a customer if the following conditions exist without an advance termination notice. Within 24 hours after termination, the utility shall send written notification to the customer stating the reason(s) for termination and providing notice of the customer's right to challenge the termination by filing a complaint with the PSC. Termination of service is in addition to any legal remedies the utility may pursue, and the utility is not required to restore service until the customer has complied with the utility's tariff and PSC laws and regulations.

1. For dangerous conditions relating to the utility's service.
2. Unauthorized service by illegal use or theft.
3. Extensions or additions to an existing service connection that have not been approved by the utility.
4. Misrepresentation in the application or contract as to the property or fixtures to be supplied or additional use to be made of water.
5. Resale of water except under the terms of a special contract executed by the utility and approved by the PSC.
6. Waste or misuse of water due to improper, imperfect, or deteriorated service pipes.
7. Tampering with the meter, meter seal, valves, or other system facilities, or permitting such tampering by others.
8. Connections, cross-connections, or permitting the same, of any separate water supply to premises that receive water from the utility.

K. Utility Initiated Termination of Service – Exceptions.

The utility will not terminate service to a customer if the following conditions exist:

1. If payment for services is made. Service will not be terminated to a customer that was sent a termination notice if the customer delivers full payment to the utility prior to the actual termination of service.
2. If a partial payment agreement is in effect. Service will not be terminated for nonpayment if the customer and the utility have entered into a partial payment plan and the customer is meeting the requirements of the plan.
3. If a medical certificate is presented. Service will not be terminated for thirty (30) days beyond the termination date if a physician, registered nurse or public health officer certifies in writing that termination of service will aggravate a debilitating illness or infirmity on the affected premises. The utility may refuse to grant consecutive extensions for medical certificates past the original thirty (30) days unless the certificate is accompanied by an agreed partial payment plan. The utility will not require a new deposit from a customer to avoid termination of service for a thirty (30) day period who presents to the utility a medical certificate certified in writing by a physician, registered nurse or public health officer.

L. Customer Requested Termination of Service.

Any customer desiring service terminated or changed from one address to another shall give the utility three (3) working days' notice in person, in writing, or by telephone, provided such notice does not violate contractual obligations. The customer will not be responsible for charges for service beyond the three (3) day notice period if the customer provides proper notification and reasonable access to the meter during the notice period.

M. Emergency Termination of Service.

If a dangerous condition relating to the utility's service which could subject any person to imminent harm or result in substantial damage to the property of the utility or others is found to exist on the customer's premises the service will be terminated immediately.

N. Access to Property.

The customer shall allow the utility at all reasonable hours access to meters, service connections, and other property owned by it and located on customer's premises for purposes of installation, maintenance, meter reading, operation, replacement or removal of its property at the time service is terminated.

O. Monitoring of Customer Usage.

1. The utility will monitor a customer's usage at least annually in such a way to draw the utility's attention to unusual deviations in a customer's usage. If a customer's usage is unduly high and the deviation is not otherwise explained, the utility will test the customer's meter to determine whether the meter shows an average error greater than two (2) percent fast or slow.
2. If the utility's procedure for monitoring usage indicates that an investigation of a customer's usage is necessary, the utility will notify the customer in writing either during or immediately after the investigation of the reasons for the investigation and the findings of the investigation. If a serious situation requires more expeditious notice, the customer shall be notified by the most expedient means available.

Judy Water Association
(Name of Utility)

P. Service Connections.

1. The connection between its distribution main and the customer's premises, including the meter and meter box, shall be furnished by and installed at the expense of the utility, which will recoup this expense by assessing the customer a charge approved by the PSC.

2. All taps and connections to the mains of the utility must be made by or under the direction and supervision of the utility.

3. In areas where the distribution system follows well-defined streets and roads, the customer's point of service shall be located at that point on or near the street right-of-way or property line most accessible to the utility from its distribution system.

4. In areas where the distribution system does not follow streets and roads, the point of service shall be located as near the customer's property line as practicable. Prior to installation of the meter the utility shall consult with the customer as to the most practical location.

5. The utility will own and be responsible for the maintenance of all meters and reserves the right to approve the size and type of meter used.

6. The utility will own and be responsible for the maintenance of all mains, valves, crossings, and other appurtenances whether installed by the utility or not.

7. The utility strictly prohibits a cross connection of its system with any other source.

8. The utility requires a visual inspection by utility personnel of any connection before being covered. The utility may substitute its inspection with an inspection by the appropriate state or local plumbing inspector, if proof of inspection is presented to the utility by the customer.

KENTUCKY
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JEFF R. DEROUEN
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TARIFF BRANCH
Bunt Kirtley
EFFECTIVE
3/1/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Judy Water Association
(Name of Utility)

Q. Service Lines.

1. The service line is the pipe from the outlet side of the water meter to the point of usage. The applicant/customer owns and is responsible for the service line from the outlet side of the water meter (or point of service) to the point of usage, must furnish and lay the necessary pipe of the service line, and is financially responsible for all costs associated with the installation and maintenance of the service line plumbing.
2. The service line shall be laid at least thirty (30) inches in depth, shall not be less than three-fourths (3/4) inch in size, and shall be installed, maintained, and repaired in accordance with all applicable statutes, regulations, and codes.
3. The service line trench shall be left open and the pipe uncovered to allow the utility to visually inspect the connecting line. The utility may substitute for its inspection an inspection by the appropriate state or local plumbing inspector, if proof of that inspection is presented to the utility by the applicant/customer.
4. If the applicant/customer has a point of usage at a higher elevation than the meter, he/she shall consult with an engineering firm to properly size the service line from the meter to the point of usage.
5. If the applicant/customer desires a higher than normal pressure, he/she shall make provisions for an individual pressure booster system for the service line, subject to approval by the utility. The utility reserves the right to require discontinuance and disconnection should the private booster system have a detrimental effect on the utility's system.
6. If the applicant/customer has boilers and/or pressure vessels that receive water from the utility, he/she shall provide 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 utility to be interrupted or discontinued.
7. If the applicant/customer has used or is using a well, he/she shall provide the utility access to perform an inspection to verify the well is properly separated from the system.

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3/1/2010
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R. Fire Departments.

Any city, county, urban-county, charter county, fire protection district, or volunteer fire protection district ("User") may withdraw water from the utility's water distribution system for fighting fires or training firefighters at no charge on the condition that it maintains estimates of the amount of water used for fire protection and training during the calendar month and reports the amount of this water usage to the utility no later than the 15th day of the following calendar month.

Any User that withdraws water from the utility's water distribution system for fire protection or training purposes and fails to submit the required report on water usage in a timely manner shall be assessed the cost of this water. A User shall submit a monthly report even if it withdraws no water for fire protection or training purposes.

A non-reporting User's usage shall be presumed to be 0.3 percent of the utility's total water sales for the calendar month. A non-reporting User may present evidence of its actual usage to rebut the presumed usage. The utility shall consider this evidence and shall adjust the presumed usage amount accordingly.

The non-reporting User shall be billed for this usage at the lowest usage block rate regardless of customer classification that the utility charges.

A non-reporting User shall also be assessed a penalty of $ 25.00 for each failure to submit a report in a timely manner.

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Bunt Kirtley

EFFECTIVE

3/1/2010

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

S. RESERVED FOR FUTURE USE

DATE OF ISSUE January 7, 2010
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DATE EFFECTIVE March 1, 2010
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ISSUED BY
(Signature of Officer)

TITLE SECRETARY/TREASURER

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. DATED

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Bunt Kirtley

EFFECTIVE

3/1/2010

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

Judy Water Association
(Name of Utility)

T. Legal Disclaimers.

1. The utility shall in no event be held responsible for any claims made against it for reasons of system failure or interruption of service. No person shall be entitled to damages or for any portion of a payment refunded for any system failure or interruption of service which is deemed necessary.
2. No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure, appurtenance or equipment which is a part of the utility's water system. Any person violating this provision will be subject to immediate arrest and discontinuance of water service and shall pay the cost of repairing or replacing the utility's facilities.
3. If any loss or damage to the property of the utility or any accident or other injury to persons or property is caused by or results from the negligence or wrongful action of a customer, members of his/her household, his/her agent or employee, then the cost of necessary repairs or replacements shall be paid by the customer of the utility and any liability otherwise resulting shall be that of the customer.
4. For purposes of fire protection, including any customer's fire protection system, the utility cannot guarantee a water supply at any particular flow rate or pressure. The fire flow may vary depending upon other water demands on the system, various water facility limitations, or other circumstances. The customer will indemnify and hold harmless the utility and its employees from and against all claims, damages, losses, and expenses incurred as a result of insufficient water supply or deficient system facilities.

KENTUCKY
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U. Water Main Extensions.

1. Normal extension. An extension of 50 feet or less shall be made by a utility to its existing distribution main without charge for a prospective customer who shall apply for and contract to use service for 1 year or more.

2. Other extensions.

   a) When an extension of the utility's main to serve an applicant or group of applicants amounts to more than 50 feet per applicant, the utility will require the total cost of the excessive footage over 50 feet per applicant/customer to be deposited with the utility by the applicant/customer(s), based on the average estimated cost per foot of the total extension.

   b) For a period of 5 years after construction of the extension, each additional customer whose service line is directly connected to the extension installed, and not to extensions or laterals therefrom, will be required to contribute to the cost of the extension based on a recomputation of both the utility's portion of the total cost and the amount contributed by the customers. The utility will refund to those customers that have previously contributed to the cost of the extension that amount necessary to reduce their contribution to the currently calculated amount for each customer connected to the extension. All customers directly connected to the extension for a 5 year period after it is placed in service must contribute equally to the cost of construction of the extension. In addition, each customer must pay the approved tap fee applicable at the time of his/her application for the meter connection. The tap fee will not be considered part of the refundable cost of the extension and may be changed during the refund period. After the 5 year refund period expires, any additional customer will be connected to the extension for the amount of the approved tap fee only. After the 5 year refund period expires, the utility will be required to make refunds for an additional 5 year period in accordance with subparagraph 1 of 807 KAR 5:066 -Section 11(2)(b).

3. The utility may make extensions under different arrangements if such arrangements have received prior approval of the PSC.

FOR Parts of Montgomery, Clark, Bath, Nicholas, & Bourbon Counties

P.S.C. KY. NO. 2

Original SHEET NO. 20

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

SHEET NO.

Judy Water Association
(Name of Utility)

V. SAMPLE BILL.

JUDY WATER ASSOCIATION
P.O. BOX 781
MT. STERLING, KY 40353
PHONE: 859-498-4809

ACCOUNT			TO	
SERVICE AT				
TYPE	PRESENT	PREVIOUS	USAGE	CHARGES
CLASS	AMOUNT DUE AFTER DUE DATE	DUE DATE		AMOUNT DUE ON OR BEFORE DUE DATE

RETURN SERVICE REQUESTED

PRESORTED
FIRST CLASS MAIL
U.S. POSTAGE PAID
MT. STERLING, KY
PERMIT NO. 180

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

ACCOUNT		DUE DATE
AMOUNT DUE ON OR BEFORE DUE DATE	SAVE THIS	AMOUNT DUE AFTER DUE DATE

DATE OF ISSUE January 7, 2010
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DATE EFFECTIVE March 1, 2010
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ISSUED BY
(Signature of Officer)

TITLE SECRETARY / TREASURER

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

KENTUCKY
PUBLIC SERVICE COMMISSION
JEFF R. DEROUEN
EXECUTIVE DIRECTOR
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Bunt Kirtley
EFFECTIVE
3/1/2010
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

Judy Water Association
(Name of Utility)

W. Extension Procedures for Developers and/or New Subdivisions.

1. An applicant desiring an extension to a proposed real estate subdivision may be required to pay the entire cost of the extension. Each year, for a refund period of not less than ten (10) years, the utility shall refund to the applicant who paid for the extension a sum equal to the cost of fifty (50) feet of the extension installed for each new customer connected during the year whose service line is directly connected to the extension installed by the developer, and not to extensions or laterals therefrom. Total amount refunded shall not exceed the amount paid to the utility. No refund shall be made after the refund period ends.

2. The utility may also, upon Public Service Commission approval, contract privately with owners or developers of subdivisions for the installation of water service for the subject subdivision. The owners/developers, pursuant to these contracts, extend mains and install water service at their expense. The utility would not accept nor receive any contribution, cost reimbursement, or deposit from any customer (lot owner) in this circumstance and as contemplated by 807 KAR 5:066 -Section 11 (2)(a), and therefore, 807 KAR 5:066 Section 11(2)(b)(1) or (2) or (3) would not apply to the utility with regard to newly-developed subdivisions.

3. The utility or its designated representative shall approve such an extension before construction begins.

4. Nothing contained herein shall be construed to prohibit the utility from contracting to make extensions under different arrangements if such arrangements have received the prior approval of the PSC.

KENTUCKY
PUBLIC SERVICE COMMISSION

JEFF R. DEROUEN
EXECUTIVE DIRECTOR

TARIFF BRANCH

Bunt Kirtley

EFFECTIVE

3/1/2010

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

Judy Water Association
Payment Plan Agreement

Customer _____ Date _____

Address _____ Account No. _____

Amount Due $ _____ Daytime Phone No. _____

I, _____, responsible for billing at the above listed address, agree to the following terms of this payment plan:

Down Payment of $ _____ to be paid on _____.

Amount Due $ _____ to be paid on _____.

Amount Due $ _____ to be paid on _____.

Amount Due $ _____ to be paid on _____.

Amount Due $ _____ to be paid on _____.

Amount Due $ _____ to be paid on _____.

Amount Due $ _____ to be paid on _____.

These payment plan amounts are in addition to the regular monthly bill.

The term of the payment is not to exceed six (6) months. If the customer does no keep plan payments and regular monthly payments current, service will be disconnected by normal disconnection procedures. At that time, the entire balance will be required before service will be restored.

Signature _____ Date _____

Approval _____ Date _____

For any questions regarding your payment plan, contact your Customer Service Representative

_____ at 859-498-4809.

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e-zPay Form

Judy Water ASSOCIATION

2010 Maysville Road, P.O. Box 781
Mount Sterling, KY 40353-0781
Phone/Fax: 859.498.4809

I (we) hereby authorize The Judy Water Assocation to initiate entries to my Checking/Savings account(s) at the financial institution listed below (The Financial Institution), and, if necessary initiate adjustments for any transactions credited or debited in error. This authority will remain in effect until The Judy Water Association is notified by me (us) in writing to cancel it in such time as to afford The Judy Water Association and The Financial Institution a reasonable opportunity to act on it.

NAME OF FINANCIAL INSITUTION _____

ADDRESS OF FINANCIAL INSTITUTION _____

SIGNATURE _____ DATE _____

NAME (PRINT) _____

ADDRESS (PRINT) _____

CHECKING/SAVINGS ACCOUNT NUMBER _____

FINANCIAL INSTITUTION ROUTING NUMBER _____

(Located between symbols 1; and ;1 on bottom of check)

» IF POSSIBLE PLEASE ATTACH A VOIDED CHECK

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JUDY WATER ASSOCIATION, INC.
WATER USER AGREEMENT

This agreement entered into between_____
whose address is_____
hereinafter called "USER", and Judy Water Association, Inc., 2010 Maysville Road, Mt. Sterling, Kentucky 40353, hereinafter called "SUPPLIER".

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

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

The SUPPLIER shall furnish, subject to the limitations set out in its Bylaws, Rules and Regulations now in force or as hereafter amended, such quantity of water as the USER may desire in connection with the property to be served by this agreement. The property to be served is a

_____
(Residence, Mobile Home, etc.)

located on_____
(Street, Road, etc.)

The USER shall install and maintain, at his own expense, a service line which shall begin at the meter and extend to the dwelling or place of use. The location of the water meter on the property will be determined by the SUPPLIER, The SUPPLIER shall purchase and install a cutoff valve and a water meter. The SUPPLIER shall have exclusive right to use such cutoff valve and water meter.

The USER shall connect his service line to the water distribution system and shall commence to use water from the system on the date the water is available to him. WATER CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE AVAILABLE BY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS CONNECTED TO THE SYSTEM. NEW SERVICE IS NOT ELIGIBLE TO BE DISCONNECTED FOR 1 YEAR FROM DATE OF AVAILABILITY.

The USER agrees to pay a connection fee of_____to the SUPPLIER. If the water system is available, if the property covered by this agreement is not reached by the SUPPLIER'S water line, the connection fee will be fully refunded to the USER. Construction of water lines to serve the property covered under this agreement depends upon feasibility, availability of funds for construction and approval of all local, state and federal agencies having jurisdiction over this type of facility. THE SUPPLIER DOES NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE USER.

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

In the event the USER shall breach this agreement by refusing or failing, without just cause, to connect his service line to SUPPLIER'S distribution system as set forth above, the USER agrees to pay the SUPPLIER a lump sum

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of THREE HUNDRED DOLLARS ($300) as liquidated damage. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon a liquidated damages in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the SUPPLIER, and it would be difficult, if not impossible to prove the amount of such damages. The parties hereto have computed, estimated, and agree upon said sum in n attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage, and may shut off water to the USER if he allows a connection or extension to be made to his service line for the purpose of supplying water to another party. In the event the total water supply shall be insufficient to meet all of the needs of the users, or in the event there is a shortage of water, the SUPPLIER may prorate the water available among the various users on such basis be insufficient to meet the needs of all the users, the SUPPLIER must first satisfy all of the needs of all of the users for domestic purposes before supplying any water for livestock purposes and must satisfy the needs of all users for both domestic and livestock purposes before supplying any water for garden purposes.

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

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

1. A penalty of 10% added to balance for non-payment by due date.
2. Nonpayment within thirty (30) days from the due date will result in the water line shut off from the USER'S property.
3. In the event it becomes necessary for the SUPPLIER to shut off the water from the USER'S property, a fee of $54 will be charged for a reconnection of the service.

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

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

We have executed this agreement this_____day of_____20_____

_____
(Water User)

_____
(Water User's Spouse

Judy Water Association
_____
(Supplier)

By _____

_____
(Title)

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