

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC VERIFIED JOINT APPLICATION	)	
OF EASTERN ROCKCASTLE WATER	)	
ASSOCIATION, INC. AND KENTUCKY-	)	CASE NO.
AMERICAN WATER COMPANY FOR THE	)	2017-00383
TRANSFER OF CONTROL AND ASSETS	)	

ORDER

On September 22, 2017, pursuant to KRS 278.020(6), Kentucky-American Water Company (“Kentucky American”) and Eastern Rockcastle Water Association, Inc. (“Eastern Rockcastle”) (collectively “Joint Applicants”) filed an application (“Application”) for the approval of Kentucky American to acquire Eastern Rockcastle’s assets pursuant to an Asset Purchase Agreement (“APA”), and for authorization to provide water services to Eastern Rockcastle’s customers in accordance with Kentucky American’s current water tariff on file with the Commission, except that the rates to be charged would remain the same as set forth at page 4 of Eastern Rockcastle’s current tariff.<sup>1</sup> The Commission issued a letter on September 28, 2017, accepting the application as filed.

PROCEDURAL

To ensure the orderly review of the Application, the Commission established a procedural schedule by Order dated October 17, 2017. On October 20, 2017, James E. Ballinger and Thomas P. Dupree, Jr. (collectively “Intervenors”) filed a Motion for Leave to Intervene, which the Commission granted in its October 30, 2017 Order. The Joint

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<sup>1</sup> Joint Application at 2.

Applicants responded to two rounds of requests for information issued by both the Commission Staff and the Intervenors. The procedural schedule allowed the Joint Applicants and the Intervenors until December 8, 2017, to either request a formal hearing, or request the case be submitted on the existing record for a Commission decision.

On December 8, 2017, the Joint Applicants filed a joint statement that a formal hearing was not necessary and that this matter should be submitted to the Commission for a decision. However, on December 8, 2017, the Intervenors filed their Statement Regarding Hearing, Motion to Admit Documents into Evidence, and Motion for Briefing Schedule, (“Intervenors’ Motions”). The Intervenors requested that in lieu of a hearing, the Commission allow certain documents to be entered into the record. The Intervenors further requested permission to file written briefs within a reasonable time to address whether the proposed transfer of control meets the appropriate legal standards.

On December 13, 2017, Joint Applicants filed a Response to the Intervenors’ Motions (“Joint Applicants’ Response”), arguing that the Intervenors should not be able to admit extraneous evidence into the record, and that in order to conserve time and resources, the Commission should not allow briefing in this case. However, Joint Applicants stated that if the Commission allowed briefs to be filed, they would submit a simultaneous brief to ensure that the Intervenors did not distort the record.

On December 15, 2017, the Intervenors filed a Reply to Joint Applicants’ Response and stated that it would be a violation of due process not to allow the Intervenors an opportunity to be heard in this matter, and that a written brief would provide for the Intervenors to be heard in a meaningful way. Pursuant to the Commission’s December

21, 2017 Order granting the Intervenor's Motions, simultaneous briefs were to be filed with the Commission by December 29, 2017.

Both the Joint Applicants and the Intervenor's filed briefs with the Commission on December 29, 2017. The Commission, on its own motion, then issued a January 2, 2018 Order providing that simultaneous reply briefs on the issues of whether the proposed transfer would be made in accordance with law and consistent with the public interest should be filed no later than January 5, 2018. On January 5, 2018, the Joint Applicants filed a Reply Brief, and the Intervenor's filed a Response Brief. The matter is now submitted to the Commission for a decision based upon the record.

#### DISCUSSION

Kentucky American is a corporation engaged in the distribution and sale of water in its Central Division, serving customers in Bourbon, Clark, Fayette, Harrison, Jessamine, Nicholas, Scott, and Woodford counties and its Northern Division, with customers in Gallatin, Owen, and Grant counties.<sup>2</sup> Kentucky American owns, operates, and maintains potable water production, treatment, storage, transmission and distribution systems for the purpose of furnishing potable water for residential, commercial, industrial, and governmental users in its service territory.<sup>3</sup> Kentucky American also is engaged in the collection and treatment of wastewater in Franklin, Owen, Bourbon, and Clark Counties.<sup>4</sup> Eastern Rockcastle is a water association and a utility that is incorporated for the provision of water services in Rockcastle County, Kentucky.<sup>5</sup>

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<sup>2</sup> Joint Application at 1.

<sup>3</sup> *Id.*

<sup>4</sup> *Id.*

<sup>5</sup> *Id.* at 2.

Pursuant to KRS 278.020(6), the Joint Applicants petitioned the Commission for approval of the APA by which Kentucky American will acquire Eastern Rockcastle's assets. Further, pursuant to 807 KAR 5:011, Section 11, Kentucky American further petitioned the Commission to permit service to Eastern Rockcastle's customers in accordance with Kentucky American's current water tariff on file, except that the water rates to be charged would remain the same as set forth at page 4 of Eastern Rockcastle's current tariff.<sup>6</sup> The proposed purchase of assets includes all of Eastern Rockcastle's tangible assets and real property interests that are devoted to the provision of water service, including but not limited to: mains; distribution system valves; hydrants, service lines, meters; pump stations; tanks; and land.<sup>7</sup>

Kentucky American asserts that if the Commission grants the Joint Application, it will then assume responsibility for the operation of Eastern Rockcastle and provide service to its customers.<sup>8</sup> Kentucky American further pledges to make any necessary improvements over time to ensure that the existing and future customers are provided with the same quality of service as is currently being provided to Kentucky American customers.<sup>9</sup>

Pursuant to KRS 278.020(6), "[n]o person shall acquire or transfer ownership of, or control, or the right to control, any utility under the jurisdiction of the commission... without prior approval by the commission. The commission shall grant its approval if the

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<sup>6</sup> Joint Application at 2.

<sup>7</sup> Joint Applicants' Response to Commission Staff's Second Request for Information ("Response to Staff's Second Request") (filed Dec. 4, 2017), Item 3.

<sup>8</sup> Joint Application at 2 and 3.

<sup>9</sup> *Id.*

person acquiring the utility has the financial, technical, and managerial abilities to provide reasonable service.” KRS 278.020(7) further provides that “[n]o individual, group, syndicate, general or limited partnership, association, corporation, joint stock company, trust, or other entity (an ‘acquirer’), whether or not organized under the laws of this state, shall acquire control, either directly or indirectly, of any utility furnishing utility service in this state without having first obtained the approval of the commission.” KRS 278.020(7) additionally provides that the “commission shall approve any proposed acquisition when it finds that the same is to be made in accordance with law, for a proper purpose and is consistent with the public interest.”

The Joint Applicants argue that Kentucky American has the financial, technical, and managerial abilities to skillfully and efficiently operate the acquired assets as required by KRS 278.020(6). Kentucky American cites its annual reports on file with the Commission as evidence of Kentucky American’s financial integrity and ability to ensure the continuity of water service to Eastern Rockcastle’s customers as required by KRS 278.020(10).<sup>10</sup> Finally, the Joint Applicants argue that the Application was made in accordance with the law, for a proper purpose, and is consistent with public interest.<sup>11</sup>

The Intervenors argue that Joint Applicants have not demonstrated that the proposed acquisition was made in accordance with the law due to not complying with KRS 273.297, which identifies the procedure for a non-profit corporation to sell its assets.<sup>12</sup> The Intervenors assert that pursuant to KRS 273.297, and its governing

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<sup>10</sup> *Id.* at 3; Joint Applicants’ Response to Commission Staff’s First Request for Information (“Response to Staff’s First Request”) (filed Nov. 6, 2017), Item 3.

<sup>11</sup> Joint Application at 3; Response to Staff’s First Request, Item 16.

<sup>12</sup> Intervenors’ Brief (filed Dec. 29, 2017) at 2.

corporate documents, Eastern Rockcastle's Board of Directors ("Eastern Rockcastle's Board") was required to adopt a resolution recommending the sale of the assets, and submit the proposed sale to a vote by the members of the association at a meeting.<sup>13</sup> Further, Intervenor's argue that written notice of the meeting was to be given, and at least two-thirds of the members present at the meeting or appearing by proxy must have approved the sale.<sup>14</sup> Thus, the Intervenor's conclude that because Eastern Rockcastle failed to strictly comply with KRS 273.297, the proposed transfer is not in accordance with the law.<sup>15</sup> The Intervenor's further argue that the proposed transfer is not consistent with the public interest, because Eastern Rockcastle did not seek competitive bids for the acquisition or operation of its system. Additionally, the Intervenor's state that Eastern Rockcastle provided unfair information to the customers indicating that if the transfer was not completed, then there would be a substantial rate increase.<sup>16</sup>

The Joint Applicants' argue that the APA was made in accordance with the law because KRS 273.297 does not require a written resolution from Eastern Rockcastle's Board recommending the proposed sale, and in the alternative, even if it did require a written resolution, then the purpose of the statute was achieved in all material respects.<sup>17</sup> The Joint Applicants argue that the plain language of KRS 273.297 lays out the process that *may* be used to authorize a sale of property and assets, and does not state that it

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<sup>13</sup> *Id.*

<sup>14</sup> *Id.*

<sup>15</sup> *Id.*

<sup>16</sup> *Id.*

<sup>17</sup> Joint Applicants' Reply Brief (filed Jan. 5, 2018) at 2.

shall be used.<sup>18</sup> Thus, the Joint Applicants conclude that they were not required to strictly adhere to KRS 273.297.<sup>19</sup>

Second, the Joint Applicants argue that even if it were determined that a resolution was required, the statute does not say it must be a written resolution, and that the communications provided from Eastern Rockcastle's Board to its customers demonstrate that the intent and purpose of the statute to provide notice and recommend a sale to the members was fulfilled.<sup>20</sup> Moreover, Eastern Rockcastle's Board encouraged its customers to attend the July 17, 2017, board meeting at which the transfer to Kentucky American would be discussed.<sup>21</sup> According to the July 17, 2017 meeting minutes, customers did attend, and Eastern Rockcastle's Board made a recommendation and decision to conduct a customer vote on the proposed transfer.<sup>22</sup> Eastern Rockcastle's Board issued letters to the customers as well as public postings and newspaper articles before the customer vote was taken, providing them with information concerning the Kentucky American transfer, and recommending the transfer of the water association to Kentucky American in order to better serve the customers.<sup>23</sup> Eastern Rockcastle mailed ballots in order to allow each customer to vote on the proposed transfer.<sup>24</sup> More than 85

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<sup>18</sup> *Id.*

<sup>19</sup> *Id.* at 3. (Emphasis added.)

<sup>20</sup> *Id.*; Response to Staff's First Request, Item 1; Joint Applicants' Response to Intervenors' First Request for Information ("Response to Intervenors' Request") (filed Nov. 6, 2017), Item 1.

<sup>21</sup> Joint Applicants' Reply Brief at 3 and 4; Response to Staff's First Request, Item 1; Response to Intervenors' Request, Item 1.

<sup>22</sup> *Id.*

<sup>23</sup> *Id.*

<sup>24</sup> Joint Applicants' Reply Brief at 4; Response to Staff's First Request, Item 1; Response to Intervenors' Request, Item 1.

percent of the customers voted to approve the proposed transfer to Kentucky American, with a final tally of 231-41 in favor of the proposed transfer.<sup>25</sup>

Additionally, Joint Applicants state that the proposed transfer is consistent with the public interest, and that the Intervenors cite to no authority that would require Eastern Rockcastle to seek competitive bids for the acquisition or operation of the system.<sup>26</sup> The Joint Applicants also argue that even after the vote was taken, the Eastern Rockcastle Board considered other alternatives, such as an operations contract with Western Rockcastle Water Association (“Western Rockcastle”), in order to engage in further negotiations with Kentucky American and obtain the best deal possible.<sup>27</sup> However, Western Rockcastle’s proposal was deemed inferior to Kentucky American’s proposal because it was not a long-term solution as Western Rockcastle could withdraw by only providing a 30-day notice, and was unable to assist financially.<sup>28</sup>

The Joint Applicants summarize their position by stating the following: the record demonstrates that Kentucky American has the financial, technical, and managerial ability to provide reasonable service to Eastern Rockcastle’s customers as indicated by its financial resources, stability, and long track record of successfully handling similar acquisitions; Eastern Rockcastle’s customers will see many benefits ranging from cost efficiencies based on economies of scale, better customer service options, and an enhanced ability to make needed capital improvements; the record proves that Eastern

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<sup>25</sup> Joint Applicants’ Reply Brief at 2; Response to Staff’s First Request, Item 1.

<sup>26</sup> Joint Applicants’ Reply Brief at 5 and 6.

<sup>27</sup> *Id.* at 5; Response to Staff’s First Request, Item 1.

<sup>28</sup> Joint Applicants’ Reply Brief at 8; Response to Staff’s First Request, Item 1.



Rockcastle is in need of capital to complete necessary projects, but has been unable to obtain such funding; the customers voted overwhelmingly in favor of the proposed transfer; and the General Assembly, and the Commission, have encouraged entities like Kentucky American to pursue regionalization and consolidation of water and wastewater systems such as the pending transfer request.<sup>29</sup>

The Commission agrees with the Joint Applicants' arguments that if compliance with KRS 273.297 is required, the record proves that Joint Applicants substantially complied with the statute. The intent and purpose of KRS 273.297 is to provide notice of a proposed sale to members of the corporation, with a recommendation from the Board of Directors, and two-thirds of the votes to authorize the sale, whereby after such voting authorization the Board of Directors, in its discretion, may abandon the sale without further action or approval by the voting members. In the present case, based upon the record, the Eastern Rockcastle Board provided notice to the customers of the proposed transfer and communications indicating it was recommending the proposed transfer to Kentucky American; held multiple open meetings discussing the proposed transfer; issued ballots for the customers to cast votes on whether they wanted to approve or deny the proposed transfer; and then acted on the customers' overwhelming majority vote to transfer the water system to Kentucky American.

Having reviewed the evidentiary record and being otherwise sufficiently advised, the Commission finds that:

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<sup>29</sup> Joint Applicants' Reply Brief at 9.

1. Eastern Rockcastle, the Seller under the APA, is a water association and a utility that was incorporated for the provision of water services in Rockcastle County, Kentucky.

2. Eastern Rockcastle serves approximately 608 active customers.<sup>30</sup>

3. Pursuant to the APA, Eastern Rockcastle agrees to sell the Eastern Rockcastle Water Association system, with specific exclusions, to Kentucky American for the dollar amount required for the Seller to clear its books, but not to exceed \$770,000.<sup>31</sup>

4. Kentucky American, the Buyer under the APA, is a corporation and utility engaged in the distribution and sale of water in its Central Division, consisting of Bourbon, Clark, Fayette, Harrison, Jessamine, Nicholas, Scott, and Woodford counties and its Northern Division, of Gallatin, Owen, and Grant counties.

5. Kentucky American serves approximately 130,756 water customers.

6. Eastern Rockcastle will continue to operate the water association system through the date of the closing of the APA.

7. After the transfer is complete, Kentucky American will provide water services to Eastern Rockcastle's customers in accordance with Kentucky American's current water tariff on file with the Commission, except that the rates to be charged will remain the same as set forth at page 4 of Eastern Rockcastle's current tariff.

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<sup>30</sup> Response to Staff's First Request, Item 5.

<sup>31</sup> Joint Application, Exhibit 1.

8. As of October 26, 2017, Eastern Rockcastle held \$20,221.38 in customer deposits. Eastern Rockcastle will apply the customer deposit amounts to customer's final bills, and then mail the remaining balance to the customer.<sup>32</sup>

9. Kentucky American will not require customer deposits.<sup>33</sup>

Based upon these findings, the Commission makes the following conclusions of law:

1. Eastern Rockcastle is a utility subject to Commission jurisdiction as defined in KRS 278.012 and KRS 278.040.

2. Kentucky American is a utility and subject to the Commission's jurisdiction as defined in KRS 278.010(3)(d) and (f) and KRS 278.040.

3. Pursuant to KRS 278.020(6), "[n]o person shall acquire or transfer ownership of, or control, or the right to control, any utility under the jurisdiction of the commission... without prior approval by the commission. The commission shall grant its approval if the person acquiring the utility has the financial, technical, and managerial abilities to provide reasonable service."

4. KRS 278.020(7) further provides that "[n]o individual, group, syndicate, general or limited partnership, association, corporation, joint stock company, trust, or other entity (an 'acquirer'), whether or not organized under the laws of this state, shall acquire control, either directly or indirectly, of any utility furnishing utility service in this state without having first obtained the approval of the commission." KRS 278.020(7) further provides that the "commission shall approve any proposed acquisition when it

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<sup>32</sup> Response to Staff's First Request, Item 4.

<sup>33</sup> Response to Staff's Second Request, Item 3.

finds that the same is to be made in accordance with law, for a proper purpose and is consistent with the public interest.”

5. The transfer of Eastern Rockcastle’s water system to Kentucky American is a transaction subject to the jurisdiction of the Commission and requires Commission approval.

6. Kentucky American has sufficient financial integrity to ensure the continuity of service.

7. Kentucky American has the financial, technical, and managerial abilities to provide reasonable service to the Eastern Rockcastle customers.

8. The proposed transfer is in accordance with the law, for a proper purpose, and is consistent with the public interest.

9. KRS 224A.300(1) provides that the regionalization and consolidation of water and wastewater systems should be encouraged, and the transfer of ownership and control of the Eastern Rockcastle system to Kentucky American is consistent with regionalization.

IT IS HEREBY ORDERED that:

1. The proposed transfer of ownership and control of the Eastern Rockcastle system pursuant to the terms of the APA is approved, subject to the conditions set forth in ordering paragraphs 2 through 9, as of the date of entry of this Order.

2. The Joint Applicants shall notify the Commission in writing of the closing of the transaction within ten days of the closing.

3. If the transaction does not close within 90 days of the date of entry of this Order, Joint Applicants shall file with the Commission a report on the status of the efforts to complete the transfer.

4. Any material revision to the proposed transaction shall require approval by the Commission in order for the amendment to be effective.

5. Eastern Rockcastle shall continue to operate the water system until the closing of the transaction, at which time Kentucky American will begin operating the system and serving the customers.

6. No later than July 1, 2018, Eastern Rockcastle shall submit its Annual Report for 2017, and the Gross Report for 2017 and 2018 through the date of the transfer.

7. Eastern Rockcastle shall submit the journal entries associated with the transfer of the Eastern Rockcastle water system within 30 days of the date of closing.

8. Kentucky American shall submit the journal entries associated with the transfer of the Eastern Rockcastle water system within 30 days of the date of closing.

9. Any documents filed pursuant to ordering paragraphs 2, 3, 6, 7, and 8 shall reference this case number and shall be retained in Joint Applicants' general correspondence file.

10. The Executive Director is delegated authority to grant reasonable extensions of time for the filing of any documents required by this Order upon a showing of good cause for such extension.

11. A copy of this Order shall be served on the Kentucky Division of Water and the Rockcastle County Judge Executive.

12. This case is closed and removed from the Commission's docket.

By the Commission



ATTEST:

  
Executive Director

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P.S.C. KY. NO. \_\_\_\_\_  
CANCELLING P.S.C. KY.NO. \_\_\_\_\_

**EASTERN ROCKCASTLE WATER ASSOCIATION**  
P.O. BOX 540  
MT. VERNON, KY 40456

**TARIFF**  
RATES & CHARGES  
AND  
RULES & REGULATIONS  
FOR FURNISHING  
WATER SERVICE  
AT

ORLANDO, CLIMAX, THREE LINKS, RED HILL, LAMARO, TRACE BRANCH, SAND HILL, SAND  
SPRINGS, AND PONGO SECTIONS OF ROCKCASTLE COUNTY, KENTUCKY  
RICE HILL, ROBINSON ROAD, AND WOLF PEN ROAD IN JACKSON COUNTY, KENTUCKY

FILED WITH THE  
PUBLIC SERVICE COMMISSION  
OF  
KENTUCKY

DATE OF ISSUE \_\_\_\_\_  
Month/Date/Year

DATE EFFECTIVE \_\_\_\_\_  
Month/Date/Year

ISSUED BY Michael McLean  
(Signature of Officer)

TITLE PRESIDENT

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR  
TARIFF BRANCH  
Burt Kirtley  
EFFECTIVE  
**12/10/2012**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

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DATE OF ISSUE \_\_\_\_\_

MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_

MONTH / DATE / YEAR

ISSUED BY Michael P. McQuinn

SIGNATURE OF OFFICER

TITLE PRESIDENT

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE

NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

**12/10/2012**

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

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

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## SECTION 1: GENERAL INFORMATION

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

Any inconsistencies herein shall be interpreted in favor of the appropriate body of law.

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.

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 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 monthly.

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DATE OF ISSUE \_\_\_\_\_

MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_

MONTH / DATE / YEAR

ISSUED BY Michael P. McQueen

SIGNATURE OF OFFICER

TITLE PRESIDENT

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE

NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Burt Kirtley

EFFECTIVE

**12/10/2012**

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

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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**SECTION 2: WATER RATES AND CHARGES**

3/4" Meter

First 2,000 Gallons

Over 2,000 Gallons

Rates

\$28.28 Minimum Bill

11.53 Per 1,000 Gallons

1" Meter

First 5,000 Gallons

Over 5,000 Gallons

\$62.87 Minimum Bill

11.53 Per 1,000 Gallons

2" Meter

First 15,000 Gallons

Over 15,000 Gallons

\$178.17 Minimum Bill

11.53 Per 1,000 Gallons

Leak Adjustment Rate

Customers average monthly bill plus

\$3.86 Per 1,000 Gallons

DATE OF ISSUE September 17, 2014

MONTH / DATE / YEAR

DATE EFFECTIVE May 15, 2015

MONTH / DATE / YEAR

ISSUED BY 

SIGNATURE OF OFFICER

TITLE President

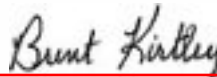
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO.

\_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

**5/15/2015**

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

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 2: WATER RATES AND CHARGES (continued)**

Credit/Debit Cards.

All customers may pay their bill by credit or debit card. This method of payment may be made in person at the utility office or by telephone.

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

When a customer makes a payment by credit or 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 or 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.

DATE OF ISSUE 5/22/13  
MONTH / DATE / YEAR

DATE EFFECTIVE 7/1/13  
MONTH / DATE / YEAR

ISSUED BY Heath O. Shalstead  
SIGNATURE OF OFFICER

TITLE PRESIDENT

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <u>Brent Kirtley</u>
EFFECTIVE <b>7/1/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Areas of Rockcastle County/Jackson County  
served by Easter Rockcastle Water Assn., Inc.  
Community, Town or City

P.S.C. KY. NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(Name of Utility)

CANCELLING P.S.C. KY. NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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RATES AND CHARGES

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SECTION 3: DEPOSIT POLICY

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.
2. Deposit amount(s) shall be as follows:
  - a. 5/8" X 3/4" METER \$100.00
  - b. 1" Meter \$190.00
  - c. 2" Meter \$270.00
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 upon termination of service.

DATE OF ISSUE February 28, 2013  
Month / Date / Year

DATE EFFECTIVE April 7, 2013  
Month / Date / Year

ISSUED BY Michael McGuire  
Michael McGuire

TITLE President

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>4/7/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

EASTERN ROCKCASTLE WATER ASSOCIATIO  
(NAME OF UTILITY)

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

**SECTION 4: SPECIAL NON RECURRING CHARGES continued**

**Service Related Charges:**

1. Service Call / Investigation Charge: \$ 35.00

Will be assessed when a customer requests the onsite presence of utility personnel to investigate a service problem and the problem is a result of the customer's own plumbing facilities, beyond the utility's delivery point, or not caused by failure of utility facilities. Any maintenance and repair of facilities beyond the utility's delivery point is the responsibility of the customer.

2. Service Disconnection Charge: \$ 35.00

Will be assessed to disconnect service that has been terminated for non-payment of service or for violation of utility or PSC rules and regulations.

3. Service Reconnection Charge: \$ 35.00

Will be assessed to disconnect service that has been terminated for non-payment of service or for violation of utility or PSC rules and regulations.

4. After Hours Service Reconnection Charge: \$ 45.00

Will be assessed to reconnect service that has been terminated for non-payment of service or for violation of utility or PSC rules and regulations.

5. Meter Read Charge. \$ 35.00

Will be assessed when a customer that is required to read their own meter fails to do so for two (2) consecutive months and the Association has to send an employee out to read it for the customer.

DATE OF ISSUE 09/17/14 MONTH / DATE / YEAR

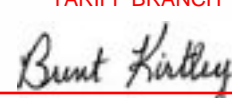
DATE EFFECTIVE 05/15/2015 MONTH / DATE / YEAR

ISSUED BY  SIGNATURE OF OFFICER

TITLE PRESIDENT

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY</b>
<b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH 
EFFECTIVE <b>5/15/2015</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 4: SPECIAL NON RECURRING CHARGES continued**

**Meter Related Charges:**

1. Meter Connection /Tap-On Charge: \$ 875.00

Will be assessed to hook up a new meter connection/tap-on. An additional charge consisting of the actual costs involved shall apply when rock is encountered.

2. Meter Turn-On Charge: \$ 35.00

Will be assessed for new service turn-ons, seasonal turn-ons, temporary service, or transfer of service. The charge will not be made for initial installation of service where a meter connection/tap-on charge is applicable.

3. Meter Relocation Charge/Re-setting Charge: \$ Actual Cost

Will be assessed when a customer or other authorized person requests that a meter be relocated, changed, modified or re-set a meter that has been removed at the customer's request. 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.

4. Meter Re-read Charge: \$ 35.00

Will be assessed when a customer requests the utility to re-read the customer's meter and the re-read proves that the original meter reading was correct.

5. Meter Test Charge: \$ 50.00

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.

DATE OF ISSUE November 5, 2012

MONTH / DATE / YEAR

DATE EFFECTIVE December 10, 2012

MONTH / DATE / YEAR

ISSUED BY Michael P. McPherson

SIGNATURE OF OFFICER

TITLE PRESIDENT

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE

NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

**12/10/2012**

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

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

P.S.C. KY. NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(Name of Utility)

CANCELLING P.S.C. KY. NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

**SECTION 4: SPECIAL NON RECURRING CHARGES**

**Billing Related Charges:**

1. Returned Check Charge \$30.00

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 Charge: 10% (T)

Will be assessed if a customer fails to pay a bill for services by the due date shown on the customer's bill. The late payment charge 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 late payment charges shall not be assessed on unpaid late payment charges. (T)  
(T)

DATE OF ISSUE June 15, 2015  
Month / Date / Year

DATE EFFECTIVE July 25, 2015  
Month / Date / Year

ISSUED BY [Signature]  
(Signature of Officer)

TITLE President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH
<u>Brent Kirtley</u>
EFFECTIVE <b>7/25/2015</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 5: 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 strictly prohibits a cross connection of its system with any other source.
7. 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.
8. Customers requiring larger than 5/8" x 3/4" meters shall pay the actual cost.
9. An additional charge shall be made for meter connections where rock is encountered, such rock condition being defined as limestone or other hard stratified material in a continuous volume of at least one cubic yard or more and which cannot be removed using ordinary excavation equipment. The charge shall be applied per linear trench foot and shall not exceed the actual cost of excavation.

DATE OF ISSUE \_\_\_\_\_

MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_

MONTH / DATE / YEAR

ISSUED BY Michael P. McRae

SIGNATURE OF OFFICER

TITLE PRESIDENT

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE

NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Burt Kirtley

EFFECTIVE

**12/10/2012**

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

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 6: 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 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.

DATE OF ISSUE \_\_\_\_\_

MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_

MONTH / DATE / YEAR

ISSUED BY Michael P. McFlin

SIGNATURE OF OFFICER

TITLE PRESIDENT

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE

NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Burt Kirtley

EFFECTIVE

**12/10/2012**

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

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 7: 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.

DATE OF ISSUE \_\_\_\_\_  
MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_  
MONTH / DATE / YEAR

ISSUED BY Michael P. McKeen  
SIGNATURE OF OFFICER

TITLE PRESIDENT

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

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <u>Brent Kirtley</u>
EFFECTIVE <b>12/10/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 8: LEAK ADJUSTMENT 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.
2. The customer must provide a plumber's statement or other proof showing the leak has been repaired.
3. 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.
4. If meter readings are not available for an entire twelve-month period, the average usage of similar customer loads shall be used for comparison purposes for the calculation.
5. Only one (1) leak adjustment will be made for a specific service location during any given twelve-month period.
6. Wholesale customers are not eligible for this Leak Adjustment Policy.
7. The leak adjustment rate shall be the rate at which the Utility purchases its water plus 10% to cover pumping costs.

DATE OF ISSUE \_\_\_\_\_  
MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_  
MONTH / DATE / YEAR

ISSUED BY Michael P. McArthur  
SIGNATURE OF OFFICER

TITLE PRESIDENT

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

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> <b>EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <u>Brent Kirtley</u>
EFFECTIVE <b>12/10/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

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## SECTION 9: 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.

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DATE OF ISSUE \_\_\_\_\_

MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_

MONTH / DATE / YEAR

ISSUED BY Michael P. McRae

SIGNATURE OF OFFICER

TITLE PRESIDENT

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE

NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Burt Kirtley

EFFECTIVE

**12/10/2012**

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

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

P.S.C. KY. NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

CANCELLING P.S.C. KY. NO. \_\_\_\_\_

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(Name of Utility)

**SECTION 10: BILLING; COLLECTIONS; PENALTIES.**

1. Customers that do not have radio read meters are required to read their own meter each month. The readings must be recorded on the prior month's billing stub and returned to the Association for billing purposes by the end of each month. The Association will read each non-radio read meter one time per year. A Meter Read Charge will be assessed when a non-radio read customer fails to read their meter for two (2) consecutive months and the Association sends an employee to read the non-radio read meter for the customer. The amount of the charge is set forth in Section 4 of this tariff.
2. The rates or charges aforesaid shall be billed monthly on or about the last day of each month.
3. Bills for such service shall be due on or before the fifteenth (15<sup>th</sup>) day of the month and payable by mail or in person.
4. Payments must be received, not postmarked, before the close of business on the 15<sup>th</sup> day of the month. Eastern Rockcastle Water Association is not responsible for the United States Postal Service.
5. If a bill is not paid as aforesaid within such 15 day period, such bill shall be deemed delinquent, and there shall be imposed a late payment charge in an amount equal to ten percent (10%) of the charges (other than sales tax) shown on the face amount of said bill not so paid. The late payment charge may be assessed only once on any bill for rendered services. If a bill is not paid within the first five (5) business days after becoming delinquent (20 days after rendition), service will be subject to disconnection.

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(T)  
(T)

DATE OF ISSUE June 15, 2015  
Month / Date / Year

DATE EFFECTIVE July 25, 2015  
Month / Date / Year

ISSUED BY \_\_\_\_\_  
(Signature of Officer)

TITLE President

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
EXECUTIVE DIRECTOR  
TARIFF BRANCH

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EFFECTIVE  
**7/25/2015**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION

IN CASE NO. \_\_\_\_\_ DATED \_\_\_\_\_

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

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## SECTION 11: TERMINATION OF SERVICE

### 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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DATE OF ISSUE \_\_\_\_\_

MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_

MONTH / DATE / YEAR

ISSUED BY Michael P. McHenry

SIGNATURE OF OFFICER

TITLE PRESIDENT

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE

NO. \_\_\_\_\_ DATED \_\_\_\_\_

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Burt Kirtley

EFFECTIVE

**12/10/2012**

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

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 11: TERMINATION OF SERVICE continued**

**Termination of Service – Delinquency:**

If a bill is not paid after remaining delinquent for 5 days (20 days after rendition), the utility shall mail or deliver to the customer a five (5) day written notice of the utility's intent to terminate service. If payment is not made within five business days of the date of the written notice, the utility shall thereupon turn off the water of such delinquent customer and may further enjoin the use of the water facilities of the utility until payment in full is made. If any deadline date specified falls on a Sunday or on a legal holiday, such deadline shall not expire until the end of the next business day. If such water service is disconnected by the utility; a reconnection of such service shall not be made until the customer or user pays all charges and penalties owed, plus the amount of disconnection and reconnection charges, and a deposit if no deposit exists on the account.

**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.

**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.

DATE OF ISSUE \_\_\_\_\_

MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_

MONTH / DATE / YEAR

ISSUED BY Michael P. McFlin

SIGNATURE OF OFFICER

TITLE PRESIDENT

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE

NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <u>Brent Kirtley</u>
EFFECTIVE <b>12/10/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 11: TERMINATION OF SERVICE continued**

**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.

DATE OF ISSUE \_\_\_\_\_

MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_

MONTH / DATE / YEAR

ISSUED BY Michael P. McPherson

SIGNATURE OF OFFICER

TITLE PRESIDENT

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE

NO. \_\_\_\_\_ DATED \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH <u>Brent Kirtley</u>
EFFECTIVE <b>12/10/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FOR Areas of Rockcastle County/Jackson County  
Served by Eastern Rockcastle Water Association

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

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**SECTION 11: TERMINATION OF SERVICE continued**

**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.

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**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

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Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 12: FIRE DEPARTMENT USE**

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 \$ for each failure to submit a report in a timely manner.

A non-reporting user shall also be assessed a penalty of \$ 50.00 for each failure to submit a report in a timely manner.

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<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <u>Brent Kirtley</u>
EFFECTIVE <b>12/10/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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Eastern Rockcastle Water Association  
(NAME OF UTILITY)

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### SECTION 13: WATER MAIN EXTENSIONS

1. Normal extension. An extension of fifty (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 one (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 fifty (50) feet per applicant, the utility will require the total cost of the excessive footage over fifty (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) Each year, for a refund period of not less than ten (10) years, the utility shall refund to the customer or customers who paid for the excessive footage the cost of fifty (50) feet of the extension in place for each additional customer connected during the year whose service line is directly connected to the extension installed and not to extensions or laterals there from. Total amount refunded shall not exceed the amount paid the utility. No refund shall be made after the refund period ends.
3. The utility may make extensions under different arrangements if such arrangements have received prior approval of the PSC.

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**PUBLIC SERVICE COMMISSION**

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**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Burt Kirtley

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**12/10/2012**

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Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 14: 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 there from. 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.

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**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Burt Kirtley

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Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 15: 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 discontinuance of water service and shall be assessed 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.

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**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

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

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Eastern Rockcastle Water Association  
(NAME OF UTILITY)

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

\_\_\_\_\_ SHEET NO. \_\_\_\_\_

**SECTION 16: SAMPLE BILL**

					FIRST CLASS MAIL U.S. POSTAGE PAID  PERMIT NO.	
ACCOUNT SERVICE AT DATES						
SVC	PREVIOUS	CURRENT	USAGE	CODE		
					BILL DATE NET BILL	
					GROSS BILL DUE AFTER	
RETURN SERVICE REQUESTED						
					GROSS DUE AFTER	
					NET DUE NOW	

DATE OF ISSUE \_\_\_\_\_  
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SIGNATURE OF OFFICER

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**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**  
TARIFF BRANCH  
Brent Kirtley  
EFFECTIVE  
**12/10/2012**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

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\_\_\_\_\_ SHEET NO. \_\_\_\_\_

Eastern Rockcastle Water Association  
(NAME OF UTILITY)

**SECTION 16: SAMPLE BILL**

ENCLOSE THIS STUB  
WHEN PAYING BY MAIL  
FOR PROPER CREDIT

CODES: WT = WATER  
SWR = SEWER  
GS = GAS

UC (USAGE CODES):  
E = ESTIMATED  
M = METER CHANGE

NOT RESPONSIBLE  
FOR MAIL DELIVERY

APPROVED BY STATE BOARD OF ACCOUNTS

DATE OF ISSUE \_\_\_\_\_

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TARIFF BRANCH

Brent Kirtley

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



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Eastern Rockcastle Water Association  
(NAME OF UTILITY)

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**SECTION 17: WATER SERVICE AGREEMENT**

DATE OF ISSUE \_\_\_\_\_

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ISSUED BY Michael P. McHenry

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**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN**  
**EXECUTIVE DIRECTOR**

TARIFF BRANCH

Brent Kirtley

EFFECTIVE

**12/10/2012**

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

LOCATION OF PROPERTY TO BE SERVED:

CUSTOMER BILLING ADDRESS:

Name \_\_\_\_\_

Name \_\_\_\_\_

Road/ Route \_\_\_\_\_

Road/ Route \_\_\_\_\_

City/ State/ Zip \_\_\_\_\_

City/ State/ Zip \_\_\_\_\_

Phone \_\_\_\_\_

Phone \_\_\_\_\_

### WATER SERVICE CONTRACT

This contract entered into between \_\_\_\_\_, hereinafter called "USER"  
THE UNDERSIGNED

and the \_\_\_\_\_, hereinafter called "SUPPLIER" that  
WATER UTILITY

WHEREAS the USER desires to purchase water from the SUPPLIER, the USER hereby enters into this service contract as required by 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:

SECTION 1. The SUPPLIER shall furnish, subject to the limitations set out in its rules, regulations, and tariffs now in force or as hereafter duly and legally supplemented, amended, or changed, such quantity of water as the USER may desire in connection with the property to be served by this agreement as listed above.

SECTION 2. The USER agrees to comply with and be bound by the rules, regulations, and tariffs now in force or as hereafter duly and legally supplemented, amended, or changed. The USER agrees to pay for water at such rates, time, and place as shall be determined by the SUPPLIER, and agrees to the imposition of such penalties for non-compliance as set out in the SUPPLIER's rules, regulations, and tariffs now in force or as hereafter duly and legally supplemented, amended, or changed.

The USER agrees to pay the SUPPLIER a deposit of \$ \_\_\_\_\_ as set out in the SUPPLIER's approved tariff.

The USER installs and maintains, at his/her own expense, the service line that begins at the meter and extends to the dwelling or place of use and connects his/her service line to the water distribution system. The USER may install, at his/her own expense, a cutoff valve to be located after the meter.

The USER's failure to pay water charges duly imposed shall result in the automatic imposition of penalties as set out in the SUPPLIER's approved tariff. Penalties shall include, but not be limited to, a late payment penalty charge, termination of service, and a reconnection fee.

SECTION 3. The SUPPLIER reserves the right to determine the size of service connection to be used to supply water to the USER. A 5/8" x 3/4" meter will be the standard meter used. If a USER contracts for a larger meter, the USER agrees to pay the actual costs of materials and labor for the installation of such a meter.

~~REMOVED~~  
~~REMOVED~~  
**JEFF R. BEROUEN**  
EXECUTIVE DIRECTOR

---

TARIFF BRANCH

*Brent Kirtley*

---

EFFECTIVE OVER

**12/10/2012**

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

The SUPPLIER shall determine the location of the water meter on the property and such location will not be more than fifty (50) feet from the main.

The SUPPLIER purchases and installs the water meter and other appurtenances thereof and has the exclusive right to use said water meter and/or other appurtenances.

The SUPPLIER shall serve each individual residence or place of use with a separate meter, except for special circumstances which require approval of the utility's commissioners.

SECTION 4. 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 such event occurs. The SUPPLIER may shut off water to the USER if the USER 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 must first satisfy all of the needs of all of the USERS for domestic purposes before supplying any water for livestock purposes and must satisfy all of the needs of all of the USERS for domestic and livestock purposes before supplying any water for garden or other purposes.

SECTION 5. The USER agrees that no present or future source of water will be connected to any water lines served by the SUPPLIER's water lines and USER shall disconnect from his present water supply, well, or other source, prior to connecting to and switching to the SUPPLIER's system and shall eliminate present or future cross-connections in his system.

SECTION 6. For new connections, the USER agrees to pay to the SUPPLIER the meter connection/tap-on fee of \$\_\_\_\_\_ as set out in the SUPPLIER's approved tariff. If the meter to be installed is more than fifty (50) feet from the main, then the USER also agrees to pay for the additional materials and labor costs associated with the longer connection.

**For new connections, it is understood and agreed that the USER will pay for service beginning on the date the meter setting is in place, regardless of whether the USER meter has been installed, whether the USER is connected to the system, or whether the USER is utilizing any water from the system. The amount charged will depend upon any usage, but at no time be less than the minimum bill for the USER's appropriate customer classification.**

\_\_\_\_\_  
USER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
PHONE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
UTILITY REPRESENTATIVE

<b>KENTUCKY</b>	
DATE	<b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR	
TARIFF BRANCH	
DATE	<i>Brent Kirtley</i>
EFFECTIVE	
<b>12/10/2012</b>	
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Eastern Rockcastle Water Association  
(NAME OF UTILITY)

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**SECTION 18: PARTIAL PAYMENT CONTRACT**

DATE OF ISSUE \_\_\_\_\_  
MONTH / DATE / YEAR

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MONTH / DATE / YEAR

ISSUED BY Michael P. McLean  
SIGNATURE OF OFFICER

TITLE PRESIDENT

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

<b>KENTUCKY</b> <b>PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN</b> EXECUTIVE DIRECTOR
TARIFF BRANCH <u>Brent Kirtley</u>
EFFECTIVE <b>12/10/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**PARTIAL PAYMENT AGREEMENT**

DATE: \_\_\_\_\_

NAME OF CUSTOMER: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_

AMOUNT OF DELINQUENT BILL: \_\_\_\_\_

I (we) \_\_\_\_\_

promise to pay in addition to the current monthly bill the above past due amount in \_\_\_\_\_  
monthly installments of \_\_\_\_\_ each. I understand that my water service will  
be discontinued if I fail to pay my regular monthly bill in addition to my monthly installment on  
the \_\_\_\_\_ day of each month, beginning on the \_\_\_\_\_ day of the month of \_\_\_\_\_  
in the year of \_\_\_\_\_.

Customer's Signature: \_\_\_\_\_

Utility Employee Witness: \_\_\_\_\_

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>12/10/2012</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)