

Merged with Pond Creek & Shelby Valley to form Mt. W.D.
Case # 9499-6/30/86

P.S.C. Ky. No. 1

Cancels P.S.C. Ky. No.

MARROWBONE CREEK WATER DISTRICT

OF
PIKE COUNTY, KENTUCKY

Rates, Rules and Regulations for Furnishing
WATER SERVICE

AT

SOUTHERN PORTION OF PIKE COUNTY, KENTUCKY

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

ISSUED... October 17, 1983...

EFFECTIVE... September 25, 1972...

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 25, 1972

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

BY: Jordan C. Neel

ISSUED BY Marrowbone Creek Water District
(Name of Utility)

BY Earl Gene Johnson

Earl Gene Johnson, Chairman

C 6 86

For Pike County
Community, Town or City

P.S.C. NO. 1

Second Revised SHEET NO. 2

CANCELLING P.S.C. NO. 1

First Revised SHEET NO. 2

Marrowbone Creek Water District
Name of Issuing Corporation
P. O. Box 82
Regina, Kentucky 41559

CLASSIFICATION OF SERVICE

RATES		RATE PER UNIT
<u>General Customers*</u>		I I
Customer Charge	\$6.00/month	
All Usage	\$2.10 per 1,000 gallons	
<u>Shelby Valley Water District*</u>		
Customer Charge	\$6.00/month	
All Usage	\$1.40 per 1,000 gallons	
<p>A surcharge of \$5.00 per month shall be added to each customer's bill until such time as \$80,000 has been collected and \$1.65 per month until an additional \$20,000 has been collected, after which the surcharge shall cease.</p>		
<u>SERVICE CONNECTION FEES</u>		
5/8-inch x 3/4-inch meter	\$312	
1-inch meter	\$400	
Meters larger than 1-inch	Actual Cost	
Fire Hydrants	\$1,380	

SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
JUL 16 1984

PURSUANT TO ORDER NO. 81011,
SECTION 8111
Jordan Noel

DATE OF ISSUE June 25, 1984

DATE EFFECTIVE July 16, 1984

ISSUED BY *Earl Ware Johnson*
Name of Officer

TITLE *Chairman*

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. 8927 dated June 25, 1984

C686

FOR Marrowbone Creek Water District

P.S.C. Ky. No. 1

Original Sheet No. 3

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

Sheet No. _____

Marrowbone Creek Water District
P.O. Box 82
Regina, Kentucky 41559

RULES AND REGULATIONS

This schedule of Rules and Regulations governs the furnishing of water service by Marrowbone Creek Water District hereinafter referred to as the DISTRICT and applies to all service received from the DISTRICT. No employee or individual Commissioner of the DISTRICT is permitted to make an exception to Rates, Rules or Regulations. All Rules and Regulations are to be in effect so long as they are not in conflict with Public Service Commission Rules and Regulations. The DISTRICT is further subject to all Rules and Regulations of the Public Service Commission even though not contained herein.

1. Scope

This Schedule of Rules and Regulations is a part of all contracts for receiving water service from the DISTRICT, and applies to all service received from the DISTRICT whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of the DISTRICT'S Schedule of Rates and Charges, shall be kept open to inspection at the office of the DISTRICT. The rules are promulgated under direction and authority granted pursuant to Chapter 13 of Kentucky Revised Statutes and Administrative Regulations 807 KAR 5 established via authority of Executive Order 81-126 dated March 4, 1981. The aforesaid rules and regulations are hereby adopted and included the same or herein written now or as may be legally changed from time to time.

2. Revisions

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

- A. By order of the Public Service Commission upon formal application by the DISTRICT, and after hearing as provided by commission regulation set forth in 807 KAR 5:011.

**PUBLIC SERVICE COMMISSION
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SEP 25, 1972

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

BY: *Jordan C. Neal*

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 1972
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ISSUED BY Earl Gene Johnson
Name of Officer

Chairman
Title

Address

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Marrowbone Creek Water District
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B. By issuing and filing on at least twenty (20) days notice to the commission and the public all proposed changes in the Rules and Regulations, as provided by commission regulations set forth in 807 KAR 5:011.

3. Conflict

In case of conflict between any provisions of any rate schedule and the schedule of Rules and Regulations, the rate schedule shall apply. Also, should the rules contained herein conflict with the present rules in effect under 807 KAR 5 as of this date, same shall take precedence over those contained herein.

4. Application for Service

Any person, firm, agency or governmental entity within the current boundary of the DISTRICT may request service. Said request must be in writing of form approved by the DISTRICT.

No service for a request shall be granted unless the property of said requestor is adjacent and contiguous to an existing distribution main of the DISTRICT. Should the requestor desire to have the existing distribution system extended to serve them, same shall be accomplished as stipulated, hereafter.

Should DISTRICT determine that service to requestor is available, each prospective customer desiring water service shall be required to execute and sign the DISTRICT'S standard application for water service before service is supplied by the DISTRICT. Under Kentucky Public Service Commission Order, dated September 1, 1981, Case No. 8248, a 5/8" X 3/4" meter shall be "the standard customer service meter and should be installed at all points of service unless the PUBLIC SERVICE COMMISSION OF KENTUCKY provides sufficient justification for the installation of ~~EFFECTIVE~~ meter."

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PURSUANT TO 807 KAR 5:011,

SECTION 9 (1)

BY: Jordan C. Neel

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 72
Month Day Year

ISSUED BY Carl Gene Johnson
Name of Officer

Chairman
Title

Address

C 6-86

FOR Marrowbone Creek Water District

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The DISTRICT shall provide for a standard connection (i.e., 5/8" x 3/4" meter) to a maximum distance of fifty (50') feet from the DISTRICT'S existing distribution main. If the distance is greater than fifty (50') feet, the customer shall be required to pay the cost of installing the pipe for the additional distance, as a contribution in aid of construction.

5. Non-Standard Service

Each prospective customer requiring a non-standard service (i.e., other than a 5/8" X 3/4" meter) shall present to the DISTRICT sufficient justification for same. Insofar as prospective customer requirement may meet those non-standard service presently in effect by DISTRICT same may be applied. However, it is hereby adopted that distance from distribution main to meter shall be a maximum of five (5') feet. If the distance is greater than five (5') feet, the customer shall be required to pay the cost of installing the pipe for the additional distance, as a contribution in aid of construction.

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OF KENTUCKY
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In addition, the prospective customer shall pay the cost of any special installation necessary to meet his particular requirements, as a contribution in aid of construction.

SEP 23 1972

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

6. Point of Delivery

BY: Jordan C. Neal

The point of delivery is the point where the meter or vault is located on the customer's premises. All water lines, plumbing, and equipment beyond the meter shall be installed and maintained by the customer. The DISTRICT reserves the right to determine the location of point of delivery with full regard to those wishes of the prospective customer.

7. Customer's Service Line

All service lines beyond the metering point should be installed of material consisting of copper, galvanized PVC pipe, or PE pipe with rating of not less than 160 psi. The size of service line beyond the

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Title Address

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point of delivery should not be less than 3/4"; however, a larger size may be needed to provide adequate service. If the customer's point of use is at a higher elevation than the point of delivery, the customer should consult with a reputable engineering firm to size the service line from the point of delivery. Piping on the premises of a customer must be so installed that connections are conveniently located with respect to the DISTRICT lines and mains. The customer shall provide a place for metering which is unobstructed and accessible at all times.

Should a prospective customer request service at a point of delivery which now, or in the future, does not provide a delivery pressure of 30 psi or his requirements, he may make provision for an individual pressure booster system. The manner of connection, location cross-connection protection and type is subject to approval by DISTRICT. The DISTRICT reserves the right to require discontinuance and disconnection should the private booster system have a detrimental effect on DISTRICT'S system.

8. Ownership of Mains, Services & Appurtenances

All mains, fire hydrants, valves, crossings and other appurtenances are and shall remain the property of the DISTRICT, whether installed directly by them or received through actions of a customer or extendor.

All service lines from main to meter with appurtenances shall be and remain the property of DISTRICT, whether installed directly by them or received through actions of a customer or extendor. **PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE**

The customer shall install, own and maintain his service line from meter and/or point of delivery as defined here before. **SEP 25, 1972**

9. Discontinuance of Service by DISTRICT

Water service may be discontinued by the DISTRICT for any violation of any rule, regulation, or condition, and especially for any of the following reasons.

PURSUANT TO 807 KAR 5:011, SECTION 9(1)
BY: Jordan C. Neal

DATE OF ISSUE October 17 83 DATE EFFECTIVE September 25 72
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ISSUED BY Earl M. Johnson Chairman
Name of Officer Title Address

C 6-86

FOR Marrowbone Creek Water District

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Marrowbone Creek Water District
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- A. Misrepresentation in the application or contract as to the property or fixtures to be supplied or additional use to be made of water.
- B. Failure to report to the DISTRICT additions to the property or fixtures to be supplied or additional use to be made of water.
- C. Resale of water.
- D. Waste or misuse of water due to improper or imperfect service pipes and/or failure to keep such pipes in a suitable state of repair.
- E. Tampering with meter, meter seal, service, or valves, or permitting such tampering by others.
- F. Connection, cross-connection, or permitting the same, of any separate water supply to premises which receive water from the DISTRICT.
- G. Non-payment of bills.
- H. When a dangerous condition is found to exist on the customer's or applicant's premises, with reference to the continuation of water service, water service shall be cut off without notice or shall be refused, provided the DISTRICT shall notify the customer or applicant immediately of the reasons for the discontinuance or refusal and the corrective action to be taken by the applicant or customer before service can be restored.

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

BY: Jordan C. Neal

10. Billing

Bills and notices relating to the conduct of the business of the DISTRICT will be mailed to the customer at the address listed on the user's agreement unless a change of address has been filed in writing with the DISTRICT; and the DISTRICT shall not otherwise be responsible for delivery of any bill or notice nor will the customer be excused

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Name of Officer

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Marrowbone Creek Water District
P.O. Box 82
Regina, Kentucky 41559

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RULES AND REGULATIONS

from the payment of any bill or any performance required in said notice.

Bills for water service are due and payable at the office of the DISTRICT, or to any designated agent, on the date of issue. The past due date shall be the 20th day after the date of issue. Bills will be dated and mailed on or about the first day of each month.

All bills not paid on or before the past due date shall be deemed delinquent. When a bill has been delinquent for a period of twenty days, the DISTRICT shall serve a customer a written final notice of said delinquency, and of the intent of the DISTRICT to discontinue service ten days after the date of such notice unless such bill is paid prior to the expiration of such ten days. If a delinquent bill is not paid within ten days after date of such final notice (thirty days from the past due date), the water supply to the customer may be discontinued without further notice; provided, however, if, prior to discontinuance of service, there is delivered to the DISTRICT, or its employee empowered to discontinue service, a written certificate signed by a physician, a registered nurse, or a public health officer that, in the opinion of the certifier, discontinuance of service will aggravate an existing illness or infirmity of the affected premises, service shall not be discontinued until the affected resident can make other living arrangements or until ten (10) days elapse from the time of the DISTRICT'S receipt of said certification, whichever occurs first.

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11. Discontinuance of Service by Customer

PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)
BY: Jordan C. Neal

Any customer having fulfilled their contract terms and desiring to discontinue the water service to his premises for any reason must give notice of discontinuance in writing at the business office of the DISTRICT at least three (3) days prior to the date on which the customer desires to discontinue service. If such notice in writing is not given, a customer shall remain liable for all water used and service rendered to such premises by the DISTRICT until such notice is received by the DISTRICT.

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ISSUED BY Earl Gene Johnson Chairman Address
Name of Officer Title

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12. Reconnection Fee

Where the water supply to the customer has been discontinued for non-payment of delinquent bills, a charge of \$25.00 will be made for reconnection of water service, but the reconnection fee will not be made until all delinquent bills and other charges, if any, owed by the customer to the DISTRICT have been paid.

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13. Deposit

The DISTRICT reserves the right to require that a nominal amount be placed on deposit with the DISTRICT for the purpose of establishing or maintaining any customer's credit, such amount not to exceed two-twelfths (2/12) of the estimated annual bill of such customer. Upon the payment of such deposit, the DISTRICT shall issue to such customer a certificate of deposit, showing the name of the customer, the location of the initial premises occupied by the customer, and the date and amount of the deposit. The DISTRICT will pay to such customer interest on such deposit at the rate of six percent (6%) per annum, until such deposit is reimbursed to the customer.

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14. Adjustment Relative to Erroneous Meter

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

BY: *Jordan P. ...*

If a meter is inaccurate in excess of +2%, whether upon periodic testing or upon requested testing, additional tests shall be made at once to determine the average error of the meter, and the adjustments shall be made in the customer's water bills as follows:

- A. If the result of such tests shows an average error greater than 2% fast, the customer's bill for the period during which the meter error is known to have existed, shall be recomputed and the account adjusted on the basis of the test. If the period during which the meter error existed cannot be determined, then the customer's bill shall be recomputed for one-half (1/2) of the elapsed time since the last previous test, but in no event to exceed 12 months;

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provided, however, that if time for the periodic test has overrun to the extent that 1/2 of the time elapsed since the last previous test exceeds 12 months, the refund shall be for the 12 months specified above, plus those months exceeding the periodic test period, provided, further, that such refund may be limited to the 12 month period if failure to make the periodic test was due to causes beyond the control of the DISTRICT.

B. If the result of such tests shows an average error greater than 2% slow, the customer's bill for the period during which the meter error is known to have existed, shall be recomputed and the account adjusted on the basis of the test. If the period during which the meter error existed cannot be determined, then the customer's bill shall be recomputed for one-half (1/2) of the elapsed time since the last previous test, but in no event to exceed 12 months.

C. If the result of such tests necessitates making a ~~DE KENTUCKY~~ back billing a customer, the customer shall be notified ~~EFFECTIVE~~ of the percentage of error, fast or slow, the date(s) of testing, and the amount of charge or credit to be shown on the next bill of the customer.

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15. Meters

PURSUANT TO 807 KAR 5:011,
SECTION 9(1)
BY: Jordan C. Neal

All meters shall be installed, renewed, and maintained at the expense of the DISTRICT, and the DISTRICT reserves the right to approve the size and type of meter used.

It shall be the policy of the DISTRICT to test each water meter pursuant to Public Service Commission Regulation 807 KAR 5:066, Section 15. In addition, upon written request of any customer, the meter servicing such customer shall be tested by the DISTRICT, pursuant to Public Service Commission Regulation 807 KAR 5:006, Section 20.

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ISSUED BY Earl Gene Johnson Chairman
Name of Officer Title

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16. Failure of Water

Where a meter has ceased to register, or meter reading could not be obtained, the quantity of water consumed will be based upon an average of the prior six months consumption and the conditions of water service prevailing during the period in which the meter failed to register. Should a prior six month base evaluation period not be available then quantity shall be estimated by DISTRICT'S engineer.

17. Right of Access

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

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SECTION 9(1)

BY: Jordan C. Neel

18. Interruption of Service

The DISTRICT will use reasonable diligence in supplying water service, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage to persons or property resulting from interruptions in service, excessive or inadequate water pressure, or otherwise unsatisfactory service, whether or not caused by negligence. The DISTRICT does hereby explicitly state that its system is one for rural domestic consumption and that its allowance of connections to its system for fire protection whether by design or implication is only for such benefit as said customer may be able to derive from such connection.

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ISSUED BY Earl H. Johnson
Name of Officer

Chairman
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The DISTRICT'S system is not designed nor intended for use for fire protection in any manner whatsoever. Any customer using same for fire protection does so at their own full and sole responsibility.

The DISTRICT shall in no event be held responsible for any claim made against it by reason of the breaking of any mains or service pipes or by reason of any other interruption of the supply of water caused by the failure of machinery or stoppage for necessary repairs. No person shall be entitled to damages nor for any portion of a payment refunded for any interruption of service which in the opinion of the DISTRICT may be deemed necessary.

The DISTRICT shall make all reasonable efforts to eliminate interruption of service and when such interruption occurs will endeavor to reestablish service with the shortest possible delay. When the service is interrupted all consumers affected by such interruption will be notified in advance whenever it is possible to do so.

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SECTION 9(1)

BY: Jordan C. Neal

19. Boilers and/or Pressure Vessels

Customers having boilers and/or pressure vessels receiving a supply of water from the DISTRICT must have a check valve on the water supply line and a vacuum valve on the steam line to prevent collapse in case the water supply from the DISTRICT is discontinued or interrupted for any reason, with or without notice. It is the responsibility of the customer to make provisions for protection of his equipment in case of interrupted or intermittent service.

20. Backflow Preventors

All services shall have incorporated with same a means of backflow prevention, such type and location subject to approval of DISTRICT.

DISTRICT'S standard service shall provide said backflow prevention as a part of its service connection. Special services and fire connection

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Name of Officer

Earl Gene Johnson

Chairman
Title

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shall have backflow preventors of a type approved by the DISTRICT, installed at the cost of prospective customer.

21. Cross-Connection

Kentucky Department of Health, Kentucky Public Service Commission and these rules and regulations do hereby explicitly state that cross-connection of the DISTRICT'S system with any other source is hereby prohibited.

22. Relocation of Water Facility

DISTRICT may, at the request of a customer or other person relocate, change or modify existing DISTRICT owned equipment, mains or appurtenances. Same shall reimburse DISTRICT for such changes at actual cost including appropriate legal, administrative, engineering and overhead cost.

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BY: Jordan C Neel

23. Damage to DISTRICT'S Water System

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any structure appurtenance, or equipment which is a part of the DISTRICT'S water works. Any person violating this provision shall be subject to immediate arrest and/or discontinuation of water service and shall pay the cost of repairing or replacing the pipe or appurtenance.

Any person, firm or organization work around or near DISTRICT'S distribution mains or appurtenances may request the DISTRICT to indicate location of same. However, indication by DISTRICT of same does not relieve such person of complete responsibility and liability for any and all damages, liability and loss resulting from any act of such person or his assigns and/or agent.

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ISSUED BY Carl Gene Johnson
Name of Officer

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24. Additional Load

The service connection supplied by the DISTRICT for each customer has a definite capacity, and no addition to the equipment or load connected thereto will be allowed except by consent of the DISTRICT. Failure to give notice of additions or changes in load, and to obtain the DISTRICT'S consent for same, shall render the customer liable for any damage to any of the DISTRICT'S lines or equipment caused by the additional or changed installation.

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25. Notice of Trouble

The customer shall notify the DISTRICT immediately should the service be unsatisfactory for any reason, or should there be any defects, trouble or accidents affecting the supply of water.

SEP 20 1982

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

26. Distribution Extensions

BY: Jordan C. Hill

Any person desiring an extension to DISTRICT'S system shall request in writing, in a form approved by DISTRICT, for such extension. Any requested extension may be provided under one of the following options.

OPTION I - DISTRICT shall construct such extension under authority and procedure as stipulated in Public Service Commission Regulation 807 KAR 5:066, Section 12. Any extension made under this option shall be subject to refund as outlined in said regulation.

OPTION II - Applicant may construct and donate to DISTRICT, the extension, as a contribution in aid of construction, meeting all DISTRICT'S specifications and approval. DISTRICT reserves right to stipulate applicable engineering, legal and administrative factors. Applicant shall pay all cost of DISTRICT as a contribution in aid of construction. Any extension made under this option shall not be eligible for refund.

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FOR Marrowbone Creek Water District

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The applicant or group of applicants shall have the right to elect the option by which said extension shall be made. In either case applicant must execute a contract and agreement for line extension of form approved by DISTRICT.

Extendor applicant is hereby notified that regardless of option selected all other rules, rates and schedules of fees applicable to size and type of service requested shall be paid in addition to cost of extension.

27. Complaints

Complaints may be made to the operator of the system whose ~~decision~~ ^{EFFECTIVE} may be appealed to the DISTRICT Commissioners. Such appeal shall be in writing within ten (10) days of date of decision by operator, stating the nature of the complaint and supporting evidence. Decisions by the DISTRICT'S Commissioners are final.

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BY: Jordan E. Neal

28. Sale of Water

Water furnished by the DISTRICT may be used for domestic consumption by the customer's household or business, subject to special service agreements. The customer shall not sell, donate, give or allow use of such water to any authorized or unauthorized party.

29. Special Charges

Special charges may be assessed to the customer for returned checks, meter rereads, and meter retests at the specified charges shown below:

- A. A charge of \$5.50 will be made for each check returned to the DISTRICT by the Bank.
- B. A charge of \$7.50 will be made to reread a meter at the customers request unless such reread reveals that the initial reading was

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erroneous. No charge shall be made if the initial reading was erroneous.

- C. A charge of \$17.50 will be made for a meter retest when such test is made at the customers request unless the meter is found to be faulty. No charge shall be made for a faulty meter, but appropriate adjustments shall be made in accordance with Section 14 of these rules and regulations.

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BY: *Jordan C. Neal*

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Name of Officer

Earl Gene Johnson

Chairman
Title

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RULES AND REGULATIONS

30. Special User Agreements for Nonstandard Service

Each prospective customer requesting a nonstandard service shall execute to the DISTRICT an agreement for special service. The standard forms for Agreement for Special Service are attached as Appendix A and are as follows:

Agreement for Multi-Family Development,
Master Meter

Agreement for Multi-Family Development,
Units with Individual Meters

Agreement for Mobile Home Park Service,
Master Meter

Agreement for Mobile Home Park Service,
Sites with Individual Meters

Agreement for Special Service,
Fire Hydrant

Agreement for Special Service,
Nonstandard Size Meter

For special service not applicable to above categories the DISTRICT may, upon consent of Applicant and DISTRICT, formulate and execute a contractual agreement specifically applicable to said special service need.

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 25, 1972

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

BY: Jordan C. Neal

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 72
Month Day Year

ISSUED BY Earl Gene Johnson
Name of Officer

Chairman
Title

Address

C6-86

FOR Marrowbone Creek Water District

P.S.C. Ky. No. 1

Marrowbone Creek Water District
P.O. Box 82
Regina, Kentucky 41559

Original Sheet No. 18

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

Sheet No. _____

RULES AND REGULATIONS

APPENDIX A

AGREEMENT FOR SPECIAL SERVICE
FORMS

Agreement for Multi-Family Development
Master Meter.....Sheet 19

Agreement for Multi-Family Development
Units with Individual Meters.....Sheet 21

Agreement for Mobile Home Park Service
Master Meter.....Sheet 23

Agreement for Mobile Home Park Service
Sites with Individual Meters.....Sheet 25

Agreement for Special Service
Fire Hydrant.....Sheet 27

Agreement for Special Service
Nonstandard Size Meter.....Sheet 30

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 25, 1972

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

BY: Jordan C. Neal

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 72
Month Day Year

ISSUED BY Earl Gene Johnson
Name of Office

Chairman
Title

Address

CL-86

AGREEMENT FOR MULTI-FAMILY DEVELOPMENT
MASTER METER

This agreement, dated this _____ day of _____, 19____, between _____, herein called "DEVELOPER", and _____, herein called "DISTRICT";

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses.

WHEREAS, DEVELOPER has undertaken to establish a Multi-Family Development area for the rental of housing units within the DISTRICT'S service area and desires that water services be provided to such Multi-Family Development.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, it is agreed between the DISTRICT and DEVELOPER as follows:

1. DEVELOPER Agrees to:
 - A. Obtain the approval of the appropriate Kentucky governmental agencies of the Multi-Family Development plan showing the location and size of the proposed pipelines and appurtenances.
 - B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT'S existing or planned system.
 - C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Multi-Family Development area, which may be needed to tie into the existing DISTRICT'S waterlines. This includes paralleling or replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Multi-Family Development area.
 - D. Convey to the DISTRICT, fee and unencumbered title of any and all lines installed by the DEVELOPER between the DISTRICT'S main, to and including master meter.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 25, 1972

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

BY: Jordan C. Neel

C6-86

- E. Pay to the DISTRICT the service connection fee and meter deposit, as required by the governing body of the DISTRICT.
- F. Maintain all lines and appurtenances from the master meter throughout the Multi-Family Development area.
- G. Pay the DISTRICT for water used, based on the larger of:
 - (1) The number of housing units times the minimum water charge per unit, based on a 3/4" meter, minimum charge, or;
 - (2) The amount based on the average gallons used per housing unit at the current rate schedule times the number of housing units, in the Multi-Family Development area.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 25 1972

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

BY: Jordan C. Neal

2. DISTRICT Agrees to:

- A. Permit one master meter at a point adjacent to the Multi-Family Development area.
- B. Install the master meter after payment of the required fees for said service connection and deposit.
- C. Provide water service in accordance with the DISTRICT'S By-Laws, Rules and Regulations, and Policies. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT'S mains and the master meter is vested to the DISTRICT.

DEVELOPER _____

DISTRICT _____

BY: _____
TITLE

BY: _____
CHAIRMAN

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 72
Month Day Year

SUED BY Earl Gene Johnson
Name of Officer

Chairman
Title

Address

C6-86

AGREEMENT FOR MULTI-FAMILY DEVELOPMENT
UNITS WITH INDIVIDUAL METERS

This agreement, dated this _____ day of _____, 19____, between _____, herein called "DEVELOPER", and _____, herein called "DISTRICT";

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses.

WHEREAS, DEVELOPER has undertaken to establish a Multi-Family Development area for the rental of housing units within the DISTRICT'S service area and desires that water services be provided to such Multi-Family Development.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, it is agreed between the DISTRICT and DEVELOPER as follows:

- 1. DEVELOPER Agrees to:
 - A. Obtain the approval of the appropriate Kentucky governmental agencies of the Multi-Family Development plan showing the location and size of the proposed pipelines and appurtenances.
 - B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT'S existing or planned system.
 - C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Multi-Family Development area, which may be needed to tie into the existing DISTRICT'S waterlines. This includes paralleling or replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Multi-Family Development area.
 - D. Pay to the DISTRICT the service connection fee, as required by the governing body of the DISTRICT.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 25, 1972

PURSUANT TO 807 KAR 5:011,
SECTION 9(3)

BY: Jordan C. Neal

C 6-86

E. Convey to the DISTRICT, fee and unencumbered title to the pipeline distribution system and appurtenances installed by the DEVELOPER after the system is installed, tested and acceptable to the DISTRICT.

2. DISTRICT Agrees to:

A. Permit one service connection for each and every Housing Unit reached by the said pipeline distribution system within the trailer park and render water service to the Housing Unit in accordance with the regular schedule of rates for customers of the DISTRICT.

B. Install one service connection and meter for each water subscription contract purchased within a reasonable time after payment of the required fees for said water tap.

C. Provide water service, after the system is accepted by the DISTRICT and title vested to the DISTRICT, in accordance with the DISTRICT'S By-Laws, Rules and Regulations, and Policies. This includes all items of operation and maintenance of the system.

DEVELOPER _____

DISTRICT _____

BY: _____
TITLE

BY: _____
CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 25, 1972

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

BY: *Judson C. Neal*

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 72
Month Day Year

ISSUED BY Earl Gene Johnson
Name of Officer

Chairman
Title

Address

C 6-86

AGREEMENT FOR MOBILE HOME PARK SERVICE

MASTER METER

This agreement, dated this ____ day of _____, 19____, between _____, herein called "DEVELOPER", and _____, herein called "DISTRICT";

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses.

WHEREAS, DEVELOPER has undertaken to establish a Mobile Home Park for the sale or rental of mobile home sites within the DISTRICT'S service area and desires that water services be provided to such mobile home park.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, it is agreed between the DISTRICT and DEVELOPER as follows:

1. DEVELOPER Agrees to:

- A. Obtain the approval of the appropriate Kentucky governmental agencies of the Mobile Home Park plat, showing the location and size of the proposed pipelines and appurtenances.
- B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT'S existing or planned system.
- C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Mobile Home Park, which may be needed to tie into the existing DISTRICT'S waterlines. This includes paralleling or replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Mobile Home Park.
- D. Convey to the DISTRICT, fee and unencumbered title of any and all lines installed by the DEVELOPER between the DISTRICT'S main, to and including master meter

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 25, 1972

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

BY: Jordan Noel

C 6-86

- E. Pay to the DISTRICT the service connection fee and meter deposit, as required by the governing body of the DISTRICT.
- F. Maintain all lines and appurtenances from the master meter throughout the Mobile Home Park.
- G. Pay the DISTRICT for water used, based on the larger of:
 - (1) The number of mobile home sites in the park times the minimum water charge per unit, based on a 3/4" meter minimum charge, or;
 - (2) The amount based on the average gallons used per mobile home site at the current rate schedule times the number of mobile home sites in the park.

2. DISTRICT agrees to:

- A. Permit one master meter at a point adjacent to the Mobile Home Park.
- B. Install the master meter after payment of the required service connection fee and deposit.
- C. Provide water service in accordance with the DISTRICT'S By-Laws, Rules and Regulations, and Policies. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT'S mains and the master meter is vested to the DISTRICT.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

DEVELOPER _____

DISTRICT _____

BY: _____
TITLE

BY: _____
CHAIRMAN

SEP 25, 1972

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

BY: Jordan C. Neal

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 72
Month Day Year

ISSUED BY Earl Gene Johnson
Name of Officer

Chairman
Title

Address

C6-86

AGREEMENT FOR MOBILE HOME PARK SERVICE

SITES WITH INDIVIDUAL METERS

This agreement, dated this ____ day of _____, 19____, between _____, herein called "DEVELOPER", and _____, herein called "DISTRICT";

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses.

WHEREAS, DEVELOPER has undertaken to establish a Mobile Home Park for the sale or rental of mobile home sites within the DISTRICT'S service area and desires that water services be provided to such mobile home park.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, it is agreed between the DISTRICT and DEVELOPER as follows:

1. DEVELOPER Agrees to:

- A. Obtain the approval of the appropriate Kentucky governmental agencies of the Mobile Home Park plat, showing the location and size of the proposed pipelines and appurtenances.
- B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT'S existing or planned system.
- C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Mobile Home Park, which may be needed to tie into the existing DISTRICT'S waterlines. This includes paralleling or replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Mobile Home Park.
- D. Pay to the DISTRICT the service connection fee, as required by the governing body of the DISTRICT.
- E. Convey to the DISTRICT, fee and unencumbered title to the pipeline distribution system and appurtenances installed by the DEVELOPER after the system is installed, tested and acceptable to the DISTRICT.

PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE

SEP 25 1972

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

BY: *Jordan E. Neal* C 6-86

2. DISTRICT agrees to:

- A. Permit service connection for each and every mobile home site reached by the said pipeline distribution system within the Mobile Home Park, and render water service to the mobile homes in accordance with the regular schedule of rates for customers of the DISTRICT.
- B. Install one service connection for each water subscription contract purchased within a reasonable time after payment of the required fees for said service connection.
- C. Provide water service, after the system is accepted by the DISTRICT and title vested to the DISTRICT, in accordance with the DISTRICT'S By-Laws, Rules and Regulations, and Policies. This includes all items of operation and maintenance of the system.

DEVELOPER _____

DISTRICT _____

BY: _____
TITLE

BY: _____
CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 25, 1972

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

BY: Jordan C. Neal

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 72
Month Day Year

ISSUED BY Earl Gene Johnson
Name of Officer

Chairman
Title

Address

C6-86

AGREEMENT FOR SPECIAL SERVICE

FIRE HYDRANT

This agreement, dated this day of , 19 ,
between , herein called "USER", and
 , herein called "DISTRICT";

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses.

WHEREAS, USER has undertaken to provide fire protection to facility (ies) and desires that a connection to the DISTRICT'S water distribution line be permitted.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, it is agreed between the DISTRICT and USER as follows:

- 1. USER Agrees to:
 - A. Take the necessary steps to have fire protection plans and specifications approved by the appropriate County, City, and State Agency. A copy of the approved plans and specifications are attached.
 - B. Obtain the approval of the appropriate Kentucky governmental agencies of the proposed means of prevention of cross-connection or backflow prevention and other pertinent approvals. A copy of such approval is attached.
 - C. USER warrants that system will be maintained in a good and correct condition preventing water loss or contamination of DISTRICT'S facilities. Should USER fail to properly maintain or adequately protect interest of DISTRICT, the DISTRICT may, without notice or recourse, terminate service to USER. USER agrees to pay for water loss due to line breaks or equipment failure based on DISTRICT'S engineers estimate.
 - D. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT'S existing or planned system.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 25, 1972

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

C6-86

- E. Pay all costs of materials and installation of the proposed service lines, including any lines and appurtenances outside the USER'S property, which may be needed to tie into the existing DISTRICT'S waterlines. This includes paralleling or replacing DISTRICT'S waterlines in order to tie into a main line of sufficient size to provide adequate design pressure and volume at the point of connection to DISTRICT'S main line.
- F. Make provision for payment of the service connection fee to the DISTRICT.
- G. Convey to the DISTRICT, fee and unencumbered title to the pipeline distribution system and appurtenances installed by the USER between the DISTRICT'S main, to and including fire hydrant.
- H. Pay the DISTRICT for services and potential services rendered the USER, as a result of USER having applicable such water, as currently available when needed, by being connected to DISTRICT'S lines, a fee as hereinafter set out. It is mutually agreed and understood that fee stated hereinafter is for one (1) service connection only, and any additional service connections to USER'S property or facility, will be contracted for by an execution of a separate agreement.
- I. USER agrees to indemnify and hold harmless, any claim or damages toward the DISTRICT for any loss suffered by the USER because of nonavailability of water, loss of pressure, reduce flow, or any other act, omission or responsibility of/by the DISTRICT.
2. DISTRICT agrees to:
- A. Permit a fire hydrant at a point adjacent or near the USER'S facility.
- B. Provide water service in accordance with the DISTRICT'S By-Laws, Rules and Regulations, and Policies.
- C. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT'S mains, and including the fire hydrant, is vested to the DISTRICT. It is mutually agreed and understood that if service is dependent on extension or construction of a new main by DISTRICT, that service by DISTRICT will not be available until such construction is complete.
- D. DISTRICT will maintain and operate that part of the system which USER has vested title to DISTRICT.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 20, 1972

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

BY: Jordan C. Neal

C 686

- 3. It is further understood and agreed that DISTRICT, in no way guarantees or implies, that DISTRICT'S system is adequate for fire protection. DISTRICT only offers to USER such service as to availability of water and pressure as may be, at the exact time when USER demands. Further, DISTRICT does not agree nor warrant that design pressures and flows will not change, in fact DISTRICT expects to add additional customers and expects that flow and pressure will decrease.
- 4. It is mutually agreed and understood that the distribution system installed, or to be installed by DISTRICT, is basically a water distribution system for residential potable water supply and design for fire protection has in no way been considered, nor does DISTRICT warrant non-interruption of service.

USER _____

DISTRICT _____

BY: _____
TITLE

BY: _____
CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 25, 1972

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

BY: *Jordan C. Reed*

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 72
Month Day Year

ISSUED BY *Earl Gene Johnson*
Name of Officer

Chairman
Title

Address

C6-86

AGREEMENT FOR SPECIAL SERVICE

NONSTANDARD SIZE METER

This agreement, dated this _____ day of _____, 19____, between _____, herein called "CUSTOMER", and _____, herein called "DISTRICT";

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses, and has as it's standard domestic service connection a 5/8" X 3/4" size meter, and,

WHEREAS, CUSTOMER requests and has evidenced to DISTRICT probable consumption of water in excess to that which can be provided by DISTRICT'S standard size connection, does hereby request of DISTRICT service through the size meter agreed and stipulated hereinafter.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and conditions hereinafter set out, it is agreed between the DISTRICT and CUSTOMER as follows:

1. CUSTOMER Agrees to:

A. Take the necessary steps to have the Special Service Connection approved by the appropriate County, City, and Kentucky governmental agencies where applicable a plan showing the location and size of the proposed pipelines and appurtenances, as well as cross-connection protection.

B. Install the pipelines and appurtenances in ~~CUSTOMER'S~~ premises to DISTRICT'S meter.

C. Pay all costs of materials and installation of the proposed lines which may be needed to ~~the~~ DISTRICT'S meter.

D. Pay to the DISTRICT the service connection fee and meter deposit, as required by the governing body of the DISTRICT, the size meter and service connection fee agreed by CUSTOMER and DISTRICT is as follows:

METER SIZE _____ SERVICE CONNECTION FEE \$ _____

SERVICE LOCATION _____

PUBLIC SERVICE COMMISSION
OF KENTUCKY
ESTABLISHED BY KRS 107.010

SEP 20 1972
PURSUANT TO KRS 107.011,
SECTION 9(1)

BY: *Jordan Chae*

C6-86

NSM

PSC Ky. No. 1

Page 2 of 2

Original Sheet No. 31

2. DISTRICT agrees to:
- A. Permit one nonstandard size meter at a point adjacent to the CUSTOMER'S premises.
 - B. Install the meter after payment of the required connection fee for said water tap and meter.
 - C. Provide water service in accordance with the DISTRICT'S By-Laws, Rules and Regulations, and Policies. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT'S mains and the meter is vested to the DISTRICT.

CUSTOMER

DISTRICT

BY: _____
TITLE

BY: _____
CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 25, 1972

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

BY: *Jordan C. Neal*

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 72
Month Day Year

ISSUED BY *Earl Gene Johnson*

Chairman
Title

Address

C6-86

FOR Marrowbone Creek Water District

P.S.C. Ky. No. 1

Original Sheet No. 32

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

Sheet No. _____

Marrowbone Creek Water District
P.O. Box 82
Regina, Kentucky 41559

RULES AND REGULATIONS

APPENDIX B

WATER USER AGREEMENT

STANDARD METER SERVICE

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SEP 25, 1972

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

BY: Jordan Noel

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 72
Month Day Year

ISSUED BY

Earl H. Johnson
Name of Officer

Chairman
Title

Address

26-86

SMS

PSC Ky. No. 1

Page 1 of 2

Original Sheet No. 33

WATER USER AGREEMENT
STANDARD METER SERVICE

This agreement, dated this _____ day of _____, 19____, between _____, herein called "CUSTOMER", and _____, herein called "DISTRICT";

WITNESSETH:

WHEREAS, DISTRICT has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses.

WHEREAS, the CUSTOMER desires to purchase water services from the DISTRICT, the CUSTOMER hereby enters into this water user's agreement as required by the Rules and Regulations of the DISTRICT.

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

The DISTRICT shall furnish, subject to the limitations set out in its Rules and Regulations and Tariff as regularly filed with the Public Service Commission of Kentucky now in force or as hereafter amended, water service to the CUSTOMER in connection with the property to be served by this Agreement. The property to be served is a _____

located _____

**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

SEP 20, 1972

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

BY: Jordan C. Neal

C 6-86

SMS

PSC Ky. No. 1

Page 2 of 2

Original Sheet No. 34

The CUSTOMER understands and fully agrees that said meter service shall service (1) source use per meter and separate user agreements and meters shall be required for each source use located on customers premises.

The CUSTOMER agrees to pay a service connection fee of \$ _____ to the DISTRICT. Upon payment of said fee, DISTRICT agrees to connect to DISTRICT'S distribution main and install a standard size (5/8" X 3/4") meter service at or near CUSTOMER'S property line, subject to distance limitations as contained in DISTRICT'S Rules and Regulations.

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

There are no unwritten understandings or agreements relating to the service hereinabove provided. This agreement cancels and supercedes all previous agreements relating to the purchase by CUSTOMER and sale by DISTRICT of water service at CUSTOMER'S premises and referred to above.

This agreement shall be in full force and effect when signed by the authorized representatives of the parties hereto.

CUSTOMER

DISTRICT

BY: _____

BY: _____
**PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE**

TITLE: _____

TITLE: _____

SEP 25, 1972

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

BY: *Jordan C. Neal*

DATE OF ISSUE October 17 83
Month Day Year

DATE EFFECTIVE September 25 72
Month Day Year

SUED BY *Earl H. Johnson*

Name of Officer

Chairman
Title

Address

C6-86