

ADOPTION NOTICE

The undersigned SPEARS WATER COMPANY, INC  
(Name of Utility)

of NICHOLASVILLE, KENTUCKY hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing WATER  
(Nature of Service)

service at JESSAMINE & FAYETTE CO. in the Commonwealth of Kentucky, filed with the Public Service Commission of Kentucky by \_\_\_\_\_

SPEARS WATER DISTRICT of JESSAMINE & FAYETTE CO.,  
(Name of Predecessor)

and in effect on the 1st day of APRIL, 19 76, the date on which the public service business of the said \_\_\_\_\_

SPEARS WATER DISTRICT was taken over by it.  
(Name of Predecessor)

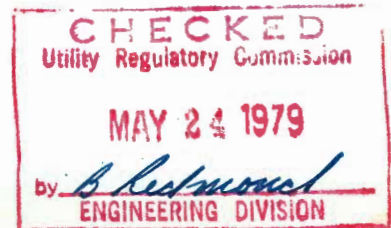
This notice is issued on the 1st day of APRIL, 19 76, in conformity with 807 KAR 2:020, Section 9 of the Regulations for the filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.



SPEARS WATER COMPANY, INC.

By William Miles Arvin  
William Miles Arvin, President

Authorized by K.P.S.C. Order No. 6464



ADOPTION NOTICE

The undersigned SPEARS WATER COMPANY, INC.  
(Name of Utility)

of NICHOLASVILLE, KENTUCKY hereby adopts, ratifies, and makes its own, in every respect as if the same had been originally filed and posted by it, all tariffs and supplements containing rates, rules and regulations for furnishing WATER  
(Nature of Service)

service at JESSMINE & FAYETTE CO. in the Commonwealth of Kentucky, filed with the Public Service Commission of Kentucky by \_\_\_\_\_  
JESSAMINE CO. WATER DISTRICT # 3 of JESSAMINE CO.,  
(Name of Predecessor)

and in effect on the 1st. day of JANUARY, 19 78, the date on which the public service business of the said \_\_\_\_\_  
JESSAMINE CO. DISTRICT # 3 was taken over by it.  
(Name of Predecessor)

This notice is issued on the 1st. day of DECEMBER, 19 78, in conformity with 807 KAR 2:020, Section 9 of the Regulations for the filing of Tariffs of Public Utilities with the Public Service Commission of Kentucky.

**CANCELLED**  
**MAR 22 2002**

SPEARS WATER COMPANY, INC.

By William Miles Arvin  
WILLIAM MILES ARVIN, PRESIDENT

Authorized by K.P.S.C. Order No. 6964

**CHECKED**  
Utility Regulatory Commission  
**MAY 23 1979**  
by B. Bestrom  
ENGINEERING DIVISION

P.S.C. Ky. No. 3

Cancels P.S.C. Ky. No. 2

SPEARS WATER COMPANY, INC.

OF

Jessamine County, Kentucky



Rates, Rules and Regulations for Furnishing  
Water Service

At

Jessamine and Fayette County, Kentucky

Filed With

PUBLIC SERVICE COMMISSION  
OF KENTUCKY

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

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

BY: George Salter  
PUBLIC SERVICE COMMISSION MANAGER

ISSUED 4-2, 1990

EFFECTIVE 5-2, 1990

ISSUED BY Spears Water Company, Inc.  
(Name of Utility)

BY William M. Aron

TITLE President

Form for filing Rate Schedules

For Jessamine & Fayette Counties  
Community, Town or City

P.S.C. NO. 2001-236

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

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

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

Spears Water Company, Inc.  
Name of Issuing Corporation  
104 West Maple Street  
Nicholasville, KY 40356

CLASSIFICATION OF SERVICE

RESIDENTIAL	RATE PER UNIT
<p>GALLONAGE BLOCK</p> <p>First 2,000 Gallons Next 10,000 Gallons All Over 12,000 Gallons</p>	<p>MONTHLY RATE</p> <p>\$12.70 Minimum bill 4.22 per 1,000 gallons 3.37 per 1,000 gallons</p>



PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

SEP 01 2001

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

DATE OF ISSUE 08/28/01

DATE EFFECTIVE 08/28/01

ISSUED BY *William M. ...*  
Name of Officer

TITLE President  
SECRETARY OF THE COMMISSION

Issued by authority of an Order of the Public Service Commission of Kentucky  
in Case No. 2001-236 dated 08/28/01.

Form for filing Rate Schedules

For Jessamine & Fayette Counties  
Community, Town or City

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

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

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

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

Spears Water Company, Inc.  
Name of Issuing Corporation

CLASSIFICATION OF SERVICE

RATE  
PER UNIT

APPLICABLE: All territory of Water Company

AVAILABILITY OF SERVICE: All Customers

CONNECTION FEE SCHEDULE

<del>5/8 X 3/4 Meter (20 GPM Capacity)</del>	<del>\$600.00</del>	<del>Per Conn.</del>
1" METER (50GPM Capacity)	\$700.00	Per Conn.
METERS LARGER THAN 1"	ACTUAL COST	



Any service larger than 1" meter must be contracted for as a special connection and is subject to approval by Company.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUN 07 1996

PURSUANT TO 807 KAR 5.011,  
SECTION 9(1)

BY: Phyllis Lannin  
DIRECTOR, RATES & RESEARCH DIV.

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

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

ISSUED BY William McLean  
Name of Officer

TITLE President

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

P.S.C. NO. 3

Original SHEET NO. 3

SPEARS WATER COMPANY, INC.

CANCELLING P.S.C. NO. 1

1st Revised SHEET NO. 1

CLASSIFICATION OF SERVICE

RATE  
PER UNIT

All meters shall be read to the nearest one-hundred gallons each month.

The monthly bill for a customer served by meter shall be \$8.74 for metered usages of zero (0) to two-thousand (2,000) gallons. The additional charge for usage in excess of two-thousand gallons shall be computed to the nearest one-hundred (100) gallons of usage on the basis of the above unit costs per one-thousand (1,000) gallons.

Meters available are limited to those described in connection fee schedule.

**CANCELLED**  
**MAR 2002**  
PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

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

BY George S. Loe  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE 4-2-90 DATE EFFECTIVE 5-2-90

ISSUED BY William M. Amos TITLE President  
Name of Official

Issued by Authority of an Order of the Utility Regulatory Commission in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

P.S.C. NO. 3

Original SHEET NO. 4

SPEARS WATER COMPANY, INC.

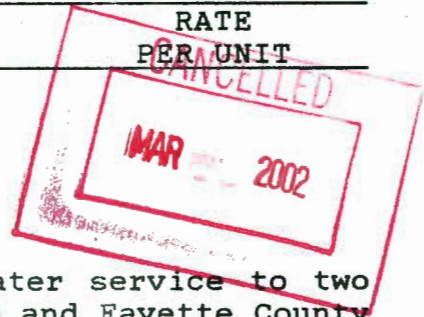
CANCELLING P.S.C. NO. \_\_\_\_\_

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

CLASSIFICATION OF SERVICE

RATE  
PER UNIT

FIRE HYDRANTS



Spears Water Company provides potable water service to two types of areas, i.e., rural areas of Jessamine and Fayette County and inside Corporate Limits of City of Nicholasville. Therefore, for purposes of fire hydrants, service shall be considered as two areas.

Rural Area - Fire hydrants shall not be allowed in rural area insofar as Company does not purport to providing fire protection service to rural areas.

However, Company may at its election, elect to install a fire hydrant for hydraulic purposes and use.

Corporate Area - Company shall allow installation of fire hydrant as will be required by ordinance and regulations of the City of Nicholasville.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

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

BY: George Salvo  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE 4-2-90 DATE EFFECTIVE 5-2-90

ISSUED BY William M. Orr TITLE President  
Name of Official

Issued by Authority of an Order of the Utility Regulatory Commission in Case No. \_\_\_\_\_ dated \_\_\_\_\_.

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 5

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

RULES AND REGULATIONS

This schedule of Rules and Regulations governs the furnishing of water service by the Spears Water Company hereinafter referred to as the Company and applies to all service received from the Company. No employee or individual of the Company 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 Company is further subject to all Rules and Regulations of the 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 Company, and applies to all service received from the Company whether the service is based upon contract, agreement, signed application, or otherwise. A copy of this schedule, together with a copy of the Company's schedule of Rates and Charges, shall be kept open to inspection at the office of the Company. The Rules are promulgated under direction and authority granted pursuant to Chapter 13 of Kentucky Revised Statutes and Administrative Regulations 807 KAR 5:011. 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.

DATE OF ISSUE 4 2 90 PUBLIC SERVICE COMMISSION OF KENTUCKY DATE EFFECTIVE 5 2 90  
Month Day Year Month Day Year

ISSUED BY William M. Orr Official President - 104 West Main Street Address Nicholasville, Ky

MAY 2 1990

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (1)  
BY: George L. Baker  
PUBLIC SERVICE COMMISSION MANAGER



For Jessamine & Fayette Co., KY

P.S.C. No. 3

Original Sheet No. 6

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

RULES AND REGULATIONS



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 Company, and after hearing, as provided by Commission regulation set forth in 807 KAR 5:011.
- B. By issuing and filing on at least thirty (30) 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.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

PURSUANT TO 807 KAR 5:011.

SECTION 9 (7)  
BY: *George R. ...*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY Willent M. Aris  
Official

104 W. Maple, Nicholasville, Ky.  
Address  
40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 7

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

RULES AND REGULATIONS



3. Conflicts

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 5:011 as of this date, same shall take precedence over those contained herein.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

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

BY: George S. Hoo  
PUBLIC SERVICE COMMISSION

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY William M. Arns  
Official

104 W. Maple, Nicholasville, Ky.  
Address 40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

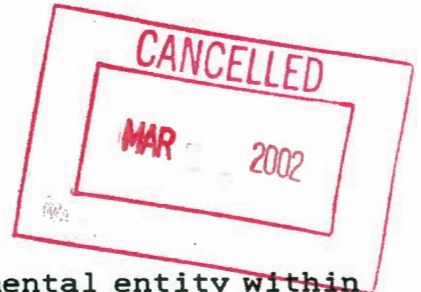
Original Sheet No. 8

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

\_\_\_\_\_ Sheet No. \_\_\_\_\_

RULES AND REGULATIONS



4. Application for Service

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

No service requested shall be granted unless the property of said applicant is adjacent and contiguous to an existing distribution main of the Company. Should the applicant desire to have the existing distribution system extended to serve him, same shall be accomplished as stipulated, hereafter.

Should the Company determine that service to a requestor is available, each prospective customer desiring water service shall be required to execute and sign the Company's application for water service before service is supplied by the Company. 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 customer provides sufficient justification for the installation of a larger meter."

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

PURSUANT TO 807 KAR 5:011,  
SECTION 9.0

BY: Sharon B. [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY William M. [Signature]  
Official

104 W. Maple, Nicholasville, Ky.  
Address 40355

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 9

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

\_\_\_\_\_ Sheet No. \_\_\_\_\_

RULES AND REGULATIONS



The Company shall provide for a standard connection (i.e., 5/8" X 3/4" meter) to a maximum distance of fifty (50') feet from the Company'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, in accordance with Section 27 of this tariff.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

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

BY: George S. Hall  
PUBLIC SERVICE COMMISSION CLERK

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY William M. Orr  
Official

104 W. Maple, Nicholasville, Ky.  
Address 40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 10

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

\_\_\_\_\_ Sheet No. \_\_\_\_\_

RULES AND REGULATIONS



5. Nonstandard Service

Each prospective customer requiring a nonstandard service (i.e., other than a 5/8" X 3/4" meter shall present to the Company sufficient justification for same.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

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PURSUANT TO 807 KAR 001  
SECTION 9.02

BY: George S. Salter  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY William M. Amos  
Official

104 W. Maple Nicholasville, Ky.  
Address 40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 11

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

RULES AND REGULATIONS



6. Point of Delivery

The point of delivery is the point where the meter or appurtenance is located on or near the customer's premises. All water lines, plumbing, and equipment beyond the meter shall be installed and maintained by the customer at his own expense in a safe and efficient manner and in accordance with the Company's Rules and Regulations and with the regulations of the Department of Health. The Company reserves the right to determine the location of point of delivery with full regard to those wishes of the prospective customer.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

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

BY George S. Lee  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY William M. Aron  
Official

104 W. Maple Nicholasville, Ky  
Address 40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 12

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

RULES AND REGULATIONS



7. Customer's Service Line

All service lines beyond the metering point should be installed of material consisting of copper, galvanized, or PVC pipe with rating of not less than 160 psi. The size of service line beyond the point of delivery should not be less than 3/4"; however, a larger size may be needed to provide adequate service. If the customer's point of use is at a higher elevation than the point of delivery, the customer should consult with a reputable engineering firm to size the service line from the point of delivery. Piping on the premises of a customer must be so installed that connections are conveniently located with respect to the Company lines and mains. The customer shall provide a place for metering which is unobstructed and accessible at all times.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

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

BY: George Salter  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE 4 2 90 DATE EFFECTIVE 5 2 90  
Month Day Year Month Day Year

ISSUED BY William M. Osmo 104 W. Maple, Nicholasville, Ky.  
Official Address 40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 13

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

\_\_\_\_\_ Sheet No. \_\_\_\_\_

RULES AND REGULATIONS

Should a prospective customer request service at a point of delivery which now, or in the future, does not provide a delivery pressure meeting 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 Company. The Company reserves the right to require discontinuance and disconnection should the private booster system have a detrimental effect on Company's system.

The Company shall maintain a minimum pressure of 30 psi at customer's service connection under normal conditions. Further, Company shall maintain pressure requirements of Section 6 of 807 KAR 5:006.

CANCELLED  
MAR 2002

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

PURSUANT TO  
SECTION

BY: *George*  
PUBLIC SERVICE

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY William Mc Corm  
Official

104 W. Maple, Nicholasville, Ky.  
Address 40356



For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 14

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

\_\_\_\_\_ Sheet No. \_\_\_\_\_

RULES AND REGULATIONS

8. Ownership of Mains, Services & Appurtenances

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

All service lines from main to meter with appurtenances shall be and remain the property of Company, whether installed directly by it or received through actions of a customer or extender.

The customer shall install, own and maintain his service line from meter and/or point of delivery as defined heretofore.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

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

BY George S. Lee  
PUBLIC SERVICE COMMISSION MANAGER



DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
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ISSUED BY William M. Aron  
Official

104 W. Maple, Nicholasville, Ky.  
Address 40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 15

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

RULES AND REGULATIONS



9. Discontinuance of Service by Company

A. Water service may be discontinued by the Company upon ten (10) days written notice for violation of any rule, regulation, or condition, and especially for any of the following reasons:

1. Fraudulent or illegal use of water service.
2. 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;
3. Tampering with meter, meter seal, service, or valves, or permitting such tampering by others.
4. Connection, cross-connection, or permitting the same, of any separate water supply to premises which receive water from the Company;

B. Failure to provide reasonable access upon fifteen (15) days written notice

PUBLIC SERVICE COM  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

PURSUANT TO 807 KAR 1-011,

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY Wilson M. Arno  
Official

104 W. Maple, Nicholasville, Ky.  
Address 40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 16

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

\_\_\_\_\_ Sheet No. \_\_\_\_\_

RULES AND REGULATIONS

C. Non-payment of bills;

1. In accordance with Section 10, when a bill becomes delinquent, the Company shall serve the customer a 48-hour written final notice of said delinquency, and of the intent of the Company to discontinue service twenty (20) days after the date of the original bill, the water supply to the customer may be discontinued without further notice.

D. 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 Company 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.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

PURSUANT TO 807 KAR  
SECTION 1

BY: *George*  
PUBLIC SERVICE COMMISSION

**CANCELLED**  
MAR 2002

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY William M. Appis  
Official

104 W. Maple, Nicholasville, Ky.  
Address 40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

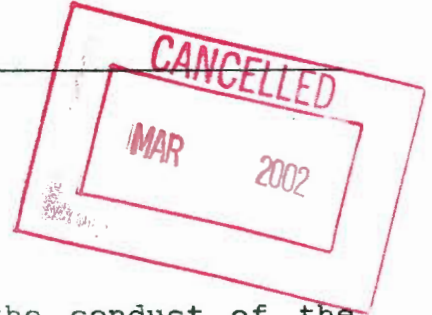
Original Sheet No. 17

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

RULES AND REGULATIONS



10. Billing

Bills and notices relating to the conduct of the business of the Company 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 Company; and the Company shall 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 said notice.

Bills for water service are due and payable at the office of the Company, or to any designated agent, on the date of issue. The past due date shall be the 11th day of the following month. Bills will be dated and mailed on or about the twenty-second (22nd) day of each month.

All bills not paid on or before the tenth of the next month shall be deemed delinquent. When a bill becomes delinquent, the Company shall serve the customer a 48-hour written final notice of said delinquency, and of the intent of the Company to discontinue service twenty (20) days after the date of the original bill, the water supply to the customer may be discontinued without further notice. A penalty of 10% of the amount of the bill owed shall be levied and payable by the customer on all bills not paid by the tenth (10th) of the next month from the date issued.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE 4 2 90 Month Day Year MAY 2 1990 DATE EFFECTIVE 5 2 90 Month Day Year

ISSUED BY William M. Orr Official PUBLIC SERVICE COMMISSION BY George W. Maple, Nicholasville, Ky. Address 40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 18

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

\_\_\_\_\_ Sheet No. \_\_\_\_\_

RULES AND REGULATIONS



11. Discontinuance of Service by Customer

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

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

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

BY: George Salter  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY William M. Orr  
Official

104 W. Maple, Nicholasville, Ky.  
Address 40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 19

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

RULES AND REGULATIONS

12. Reconnection Fee

Where the water supply to the customer has been discontinued for non-payment of delinquent bills, a charge of \$20.00 will be made for reconnection of water service, but the reconnection will not be made until all delinquent bills and other charges, if any, owed by the customer to the Company have been paid.



13. Collection Fee

A \$10.00 collection fee will be charged if company personnel makes a trip to discontinue service and is paid prior to actual discontinuance of service of said account.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

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

BY: George A. ...  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY William M. ...  
Official

104 W. Main, Nicholasville, Ky.  
Address 40352

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 20

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

RULES AND REGULATIONS

14. Deposit

A deposit of \$40.00 shall be required before service is instituted. Interest will be paid on all sums held on deposit at the rate of 6 percent annually. The interest will be applied as a credit to the customer's bill or will be paid to the customer on an annual basis. If the deposit is refunded or credited to the customer's bill prior to the deposit anniversary date, interest will be paid or credited to the customer's bill on a pro-rated basis. If interest is not credited to the customer's bill or paid to the customer annually, interest will be computed by a method which will result in an amount no less than that obtained by using a middle course method between simple and compound interest in compliance with Commission Order dated October 31, 1989 in Case No. 89-057. Interest on deposit computed in this manner will accrue until credited to the customer's bill or paid to the customer.

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15. Adjustment Relative to Erroneous Meter

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; provided however, that if time for the periodic test has overrun to the extend 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 Company.

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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 refund or back billing a customer, the customer shall be notified in writing 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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16. Meters

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

It shall be the policy of the Company to test each water meter pursuant to Public Service Commission Regulation 807 KAR 5:066. In addition, upon written request of any customer, the meter servicing such customer shall be tested by the Company, pursuant to Public Service Commission Regulation 807 KAR 5:006, Section 19. If the meter is found to be accurate within 2%, a charge of \$20.00 shall be made.

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17. Failure of Meter

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 Company's engineer.

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18. Right of Access

The customer shall permit the Company to lay, maintain, repair, or remove such water lines as are owned by the Company and located on the customer's property, with the right of ingress and egress over customer's property. The Company's duly authorized 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.

The customer shall convey, or cause to be conveyed, a perpetual easement and right-of-way to the Company across any property owned or controlled by the customer whenever said easement or right-of-way is necessary to enable the Company to furnish water service to the customer.

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RULES AND REGULATIONS



19. Interruption of Service

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

The Company'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 his own full and sole responsibility and risk.

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The Company 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 or other reason. No person shall be entitled to damages nor a payment refund for any interruption of service which in the opinion of the Company may be deemed necessary except as may be determined by a court having jurisdiction over the parties.

The Company shall make all reasonable efforts to eliminate interruption of service and when such interruptions occur 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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20. Boilers and/or Pressure Vessels

Customers having boilers and/or pressure vessels receiving a supply of water from the Company must have a reduced pressure back-flow preventer and a check valve on the water supply line and a vacuum valve on the stream line to prevent collapse in case the water supply from the Company 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.



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RULES AND REGULATIONS

21. Backflow Preventers

All services shall have a means of backflow prevention, such type and location subject to approval of Company.

The Company's standard service shall provide said backflow prevention as a part of its service connection. Special services and fire connection shall have backflow preventers of a type approved by the Company, installed at the cost of prospective customer.



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22. Cross-Connections

Kentucky Department of Health, Kentucky Public Service Commission and these Rules and Regulations do hereby explicitly state that cross-connection of the Company's system with any other source is hereby prohibited.



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23. Relocation of Water Facility

The Company may, at the request of a customer or other person, relocate, change or modify existing Company owned equipment, mains or appurtenances. Those requesting shall reimburse Company for such changes at actual cost including but not limited to appropriate legal, administrative, engineering and overhead costs.



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RULES AND REGULATIONS

24. Damage to Company's Water System

No person shall break, damage, destroy, uncover, deface, tamper with, or otherwise alter any structure, appurtenance, equipment, or other property which is a part of the Company's water works. Any person violating this provision shall be subject to discontinuation of water service and shall pay all costs of repairing or replacing the property including but not limited to all overhead expenses, as may be determined by a court having jurisdiction over the parties.

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

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25. Additional Load

The service connection supplied by the Company for each customer has a definite capacity, and no addition to the equipment or load connected thereto shall be allowed except by consent of the Company. Failure to give notice of additions or changes in load, and to obtain the Company's consent for same, shall render the customer liable to the Company for all loss, cost, and expense, including but not limited to attorneys' fees and court cost, for any damage to any of the Company's lines or equipment caused by the additional or changed installation.



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26. Notice of Trouble

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



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27. Distribution Extensions

Any person desiring an extension to the Company's system shall request in writing, in a form approved by Company, for such extension. Any requested extension may be provided as follows:

The Company shall determine the total cost of the proposed water main extension (exclusive of the meter connections) and the total length of the extension. The Company shall pay that portion of the cost of the water main extension equal to 50 feet for each applicant for service. That part of the cost not covered by the Company's portion shall be contributed equally by those applicants desiring service on the main extension. Each applicant will also be required to pay the Company's approved Tap-on-fee" for a meter connection to the main extension.

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For a period of five years after the original construction of the main extension each additional customer directly connected to each particular extension will be required to contribute to the cost of that water main extension based on a recomputation of both the Company's portion of the total cost and each customer's contribution as set out above. The Company must refund to those costumers that have previously contributed to the cost of each main extension itself that amount necessary to reduce their contribution to the currently calculated amount for

each customer connected to that extension. All customers directly connected to each main extension for a five-year period after it is placed in service are to contribute equally to cost of construction of the water main extension itself. In addition each customer must pay the approved "Tap-on-fee" applicable at the time for their application for the meter connection. The "Tap-on-fee" is not part of the refundable cost of the extension and may be changed during the refund period. After the five-year refund period expires, any additional customer applying for service on each main extension must be connected for the amount of the approved "Tap-on-fee" only. Also, after the five-year refund period expires, the Company will be required to make refunds for an additional five-year period in accordance with 807 KAR 5.069 Section 12(b).

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The applicant or group of applicants shall execute a contract and agreement for line extension of form approved by Company.

Extender applicant is hereby notified that 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.

All taps and connections to the extended line shall be made by and/or under the direction and supervision of Company personnel.



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28. Complaints

Complaints may be made to the operator of the system whose decision may be appealed to the Company officials. Such appeal shall be in writing within ten (10) days of date of decision by operator which shall also be in writing and dated, stating the nature of the complaint and supporting evidence. Decisions by the Company's Officials are final, subject only to appeal to the Public Service Commission according to the procedures of that body.



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29. Sale of Water

Water furnished by the Company 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 by anyone except those members of his household or his business whichever is applicable.



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30. Special User Agreements for Nonstandard Service

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

Agreement for Special Service,  
Fire Hydrant (FHF-0481)

Agreement for Special Service,  
Sprinkler System and Fire Service Connection  
(SSF-0481)

Agreement for Special Service,  
Nonstandard Size Meter (NSM-0481)

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

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31. Contributions In Aid Of Construction

The Company may, at its option, accept contributions in aid of construction including but not limited to, customer financed extensions to its water system. In addition, such contributions in aid of construction may consist of cash donations, in any amount, which the Company may, at its option, apply to expenses of an extension or other projects. The acceptance by the Company of contributions in aid of construction entitles no one to a refund and none shall be made.

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32. Taps and Connections

All taps and connections to the mains of the Company shall be made by and/or under the supervision and direction of Company personnel.

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33. Returned Check Charge

A \$12.00 charge shall be levied and paid by the customer to the Company on each check of the customer "returned" for whatever reason.

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34. EMERGENCY CONDITIONS - RESTRICTED USE

When, in the opinion of the Water Company, conditions are such that the Company's ability to maintain adequate water pressure throughout the district or in specific areas, or the Water Company's ability to supply adequate amounts of water throughout the district or in specific areas is threatened, then and in that event, the Water Company shall have the right to restrict the use of water by its customers as follows:

There shall be no ---

- (a) Watering of lawns or gardens;
- (b) Filling of swimming pools;
- (c) Washing of motor vehicles;
- (d) Irrigation; or
- (e) Any other use not for human consumption; bathing, laundering, or for the water of livestock and any other uses prohibited by Company's wholesale water supplier.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

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

BY: *George S. Miller*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE 4 2 90 DATE EFFECTIVE 5 2 90  
Month Day Year Month Day Year

ISSUED BY William M. Orr 104 W. Maple, Nicholasville, Ky.  
Official Address 40356

For Jessamine & Fayette Co., KY

P.S.C. KY No. 3

Original Sheet No. 45

SPEARS WATER COMPANY

Cancelling P.S.C. KY No. \_\_\_\_\_

Sheet No. \_\_\_\_\_

RULES AND REGULATIONS



Any customer violating the above prohibitions, after the Water Company has declared that emergency conditions exist throughout the district or in any specific area and after the Water Company has notified the customers throughout the district or in any specific area of the existence of emergency conditions, shall have their water service discontinued immediately and for such length of time as the emergency conditions continue to exist.

A declaration by the Water Company that emergency conditions exist shall only be made after a majority of the company officials have considered and voted in favor of a Resolution declaring such.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

PURSUANT TO 807 KAR 5:011,  
SECTION 4.12

BY [Signature]  
PUBLIC SERVICE COMMISSION

DATE OF ISSUE 4 2 90  
Month Day Year

DATE EFFECTIVE 5 2 90  
Month Day Year

ISSUED BY William Mc Ann  
Official

104 W. Maple Nicholasville, Ky.  
Address 40356



Spears Water Company

FOR \_\_\_\_\_

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

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

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

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

**RULES AND REGULATIONS**

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

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

**CANCELLED**  
**MAR 2002**

OCT 13 1995

PURSUANT TO 807 KAR 5.011,  
SECTION 9 (1)

BY: Jordan C. Neal  
FOR THE PUBLIC SERVICE COMMISSION

COUNT NO.:  
ITEM AMOUNT CODE READING DATE PREVIOUS READING CURRENT READING

NET BILL DUE NOW

GROSS AMOUNT DUE AFTER DUE DATE

NET BILL DUE NOW

ENTER READING  
TURN STUB WITH PAYMENT

SPEARS WATER COMPANY, INC.  
104 WEST MAPLE STREET  
NICHOLASVILLE, KY 40356  
PHONE: 385-5958  
EMERGENCY: 885-6578  
OFFICE HOURS 8:00 A.M. - 4:00 P.M.  
MONDAY THRU FRIDAY

ENCLOSE THIS STUB  
WHEN PAYING BY MAIL  
FOR PROPER CREDIT

- |                            |                      |                  |               |
|----------------------------|----------------------|------------------|---------------|
| CODES:                     | WT = WATER           | NO USAGE CODES:  | E = ESTIMATED |
| SWR = SEWER                | GP = GAS             | M = METER CHANGE |               |
| FP = FIRE PROTECTION       | TP = TRASH PICK-UP   |                  |               |
| BC = BAD CHECK CHARGE      | SC = SERVICE CHARGE  |                  |               |
| CC = CONNECTION FEE        | CR = CREDIT BALANCE  |                  |               |
| DR = PAST DUE BALANCE      | TX = TAXES           |                  |               |
| EA = ESTIMATION ADJUSTMENT | EF = ESTIMATION FEES |                  |               |
| RA = RATE ADJUSTMENT       |                      |                  |               |

SPEARS WATER COMPANY, INC.  
104 WEST MAPLE STREET  
NICHOLASVILLE, KY 40356  
PHONE: 385-5958  
EMERGENCY: 885-6578  
OFFICE HOURS 8:00 A.M. - 4:00 P.M.  
MONDAY THRU FRIDAY

APPROVED BY STATE BOARD OF ACCOUNTS  
©1989 COMPUTER RESOURCES CORPORATION LOUISVILLE KY 40205

NOT RESPONSIBLE  
FOR MAIL DELIVERY

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

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

ISSUED BY \_\_\_\_\_  
SIGNATURE OF OFFICER TITLE ADDRESS

SPEARS WATER COMPANY, INC.  
Water User Agreement  
Standard Meter Service

CANCELLED  
MAR 2009

This Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_ hereinafter called "Customer", and Spears Water Company, Inc. hereinafter called "Company";

WITNESSETH:

WHEREAS, COMPANY has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses not including fire protection services; and

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

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

THE COMPANY 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 hereinafter amended, water service to the CUSTOMER in connection with the property to be served by this Agreement. The property to be served is \_\_\_\_\_ located \_\_\_\_\_.

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

CUSTOMER agrees to pay a tap-on fee of \$400.00 if applicable. Upon payment of said fee, COMPANY agrees to connect to COMPANY'S distribution main and install a standard size (3/4x5/8) meter service at or near CUSTOMER'S property line, subject to distance limitations as contained in COMPANY'S Rules and Regulations.

The CUSTOMER agrees to pay a \$40.00 meter deposit to the COMPANY. Upon CUSTOMER'S request, this deposit may be recalculated after eighteen months of satisfactory service. in accordance with 807 KAR 5:006, Section 7(1)(c).

The CUSTOMER agrees to grant to the COMPANY, 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 understanding or agreements relating to the service hereinabove provided. This Agreement cancels and supersedes all previous agreements relating to the purchase by CUSTOMER and sale by COMPANY 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.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

CUSTOMER

NOV 24 1993

SPEARS WATER COMPANY, INC.

Official Sec. No. \_\_\_\_\_

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

By: \_\_\_\_\_  
President

BY: Sharon Keller  
PUBLIC SERVICE COMMISSION MANAGER

WATER USER AGREEMENT

STANDARD METER SERVICE

This Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_ hereinafter called "CUSTOMER", and SPEARS WATER COMPANY, INC., hereinafter called "COMPANY";

WITNESSETH:

WHEREAS, COMPANY has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses not including fire protection services; and

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

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

The COMPANY 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 \_\_\_\_\_

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

The CUSTOMER agrees to pay a tap-on fee of \$\_\_\_\_\_ to the COMPANY. Upon payment of said fee, COMPANY agrees to connect to COMPANY'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 COMPANY'S Rules and Regulations.

The CUSTOMER agrees to grant to the COMPANY, 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 supersedes all previous agreements relating to the purchase by CUSTOMER and sale by COMPANY 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

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SPEARS WATER COMPANY, INC.

BY: \_\_\_\_\_

BY: *William M. Aris, President*



**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

MAY 2 1990

PURSUANT TO \_\_\_\_\_

BY: \_\_\_\_\_  
PUBLIC SERVICE COMMISSION

AGREEMENT FOR SPECIAL SERVICE

FIRE HYDRANT

**CANCELLED** FHF-0481  
**MAR 2002**

This Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_, hereinafter called "USER". and SPEARS WATER COMPANY, INC., hereinafter called "COMPANY".

WITNESSETH:

WHEREAS, COMPANY has undertaken to establish and operate a central water system for domestic, livestock lawn, garden, and other uses not including fire protection services; and

WHEREAS, USER has undertaken to provide fire protection to a certain facility(s) and desires that a connection to the COMPANY'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 COMPANY and USER as follows:

1. USER agrees to:

A. Take the necessary steps to have fire protection plans and specifications approved by the appropriate city, county and state agencies. A copy of the approved plans and specifications are attached hereto;

B. Obtain the approval of the Kentucky Department of Housing, Buildings and Construction, Division of Plumbing, for 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 the system will be maintained in a good and correct condition preventing water loss or contamination of the COMPANY'S facilities. Should USER fail to properly maintain or adequately protect the interest of the COMPANY, the COMPANY 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 COMPANY engineer's estimate;

D. Design and install the pipelines and appurtenances in accordance with specifications of the COMPANY'S existing or planned system and in accordance with the minimum requirements of the COMPANY'S Rules and Regulations, and Specifications;

E. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the USER'S property, which may be needed to tie into the existing COMPANY'S waterlines. This includes paralleling or replacing COMPANY'S waterlines in order to tie into a main line of sufficient size to provide an adequate design pressure and volume at the point of connection to COMPANY'S main line. The foregoing shall be subject however, to any applicable provisions of the Kentucky Administrative Regulations of the Public Service Commission;

F. Convey to the COMPANY unencumbered fee simple title to any and all lines installed by the USER between the COMPANY'S main to and including the main fire hydrant;

G. Make provision for payment of tap fees and annual services charges to the COMPANY;

H. Pay the COMPANY for services and potential services rendered the USER, as a result of USER having available such water, as currently available when needed by being connected to COMPANY'S lines, a fee as hereinafter set out. It is mutually agreed and understood that fee stated hereinafter is for one (1) service tap only. **PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE**

LOCATION \_\_\_\_\_ CONNECTION & TAP-ON FEE \_\_\_\_\_

I. USER agrees to indemnify and hold it harmless any claim for damages and/or any loss suffered by the USER including but not limited to attorney's fees and court costs, because of nonavailability of water, loss of pressure, reduced flow, or any other act, omission or responsibility of/by the COMPANY.

**MAY 2 1990**  
**PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE**  
BY \_\_\_\_\_ SECTION \_\_\_\_\_

2. COMPANY 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 COMPANY'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 COMPANY'S mains and including the fire hydrant has vested in the COMPANY. It is mutually agreed and understood that if service is dependant on extension or construction of a new main by COMPANY, that service by COMPANY will not be available until such construction is complete; and

D. COMPANY will maintain and operate that part of system which USER has vested title to COMPANY.

E. It is further understood and agreed that COMPANY, in no way, guarantees or implies that COMPANY'S system is adequate for fire protection. COMPANY only offers to USER such service as to availability of water and pressure as may exist, at the exact time when USER demands. Further, COMPANY does not agree nor warrant that design pressures and flows will not change, in fact, COMPANY expects to add additional customers and expects that flow and pressure will decrease.

F. It is mutually agreed and understood that the distribution system installed, or to be installed by COMPANY is basically a water distribution system for a residential, potable water supply and design for fire protection has in no way been considered, nor does COMPANY warrant non-interruption of service.

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USER

-----  
SPEARS WATER COMPANY, INC.

BY: -----

BY: -----



**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

MAY 2 1990

PURSUANT TO 807 KAR 5:011,

SECTION 9 (1)

BY: *George A. Lee*  
PUBLIC SERVICE COMMISSION

AGREEMENT FOR SPECIAL SERVICE

SPRINKLER SYSTEM AND FIRE SERVICE CONNECTION



This Agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_ hereinafter called "USER". and SPEARS WATER COMPANY, INC., hereinafter called "COMPANY".

WITNESSETH:

WHEREAS, COMPANY has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden, and other uses not including fire protection services; and

WHEREAS, USER has undertaken to provide fire protection to a certain facility(s) and desires that a connection to the COMPANY'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 COMPANY and USER as follows:

1. USER agrees to:

A. Take the necessary steps to have fire protection plans and specifications approved by the appropriate city, county and state agencies. A copy of the approved plans and specifications are attached hereto;

B. Obtain the approval of the Kentucky Department of Housing, Buildings and Construction, Division of Plumbing, for 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 the system will be maintained in a good and correct condition preventing water loss or contamination of the COMPANY'S facilities. Should USER fail to properly maintain or adequately protect the interest of the COMPANY, the COMPANY 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 COMPANY engineer's estimate;

D. Design and install the pipelines and appurtenances in accordance with specifications of the COMPANY'S existing or planned system and in accordance with the minimum requirements of the COMPANY'S Rules and Regulations, and Specifications;

E. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the USER'S property, which may be needed to tie into the existing COMPANY'S waterlines. This includes paralleling or replacing COMPANY'S waterlines in order to tie into a main line of sufficient size to provide an adequate design pressure and volume at the point of connection to COMPANY'S main line. The foregoing shall be subject however, to any applicable provisions of the Kentucky Administrative Regulations of the Public Service Commission;

F. Convey to the COMPANY unencumbered fee simple title to any and all lines installed by the USER between the COMPANY'S main to and including the main fire hydrant;

G. Make provision for payment of tap fees and annual services charges to the COMPANY;

H. Pay the COMPANY for services and potential services rendered the USER, as a result of USER having available such water, as currently available when needed by being connected to COMPANY'S lines, a fee as hereinafter set out. It is mutually agreed and understood that fee stated hereinafter is for one (1) service tap only and any additional tap or service to USER'S property or facility will be contracted for by execution of a separate agreement; and

LOCATION \_\_\_\_\_

CONNECTION & TAP-ON FEE \_\_\_\_\_

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

MAY 2 1990

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

BY: *George S. Lee*  
PUBLIC SERVICE COMMISSION

I. USER agrees to indemnify and hold it harmless any claim for damages and/or any loss suffered by the USER including but not limited to attorney's fees and court costs, because of nonavailability of water, loss of pressure, reduced flow, or any other act, omission or responsibility of/by the COMPANY.

2. COMPANY agrees to:

A. Permit a valve vault at a point adjacent or near the USER'S facility.

B. Provide water service in accordance with the COMPANY'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 COMPANY'S mains and including the valve vault has vested in the COMPANY. It is mutually agreed and understood that if service is dependant on extension or construction of a new main by COMPANY, that service by COMPANY will not be available until such construction is complete; and

D. COMPANY will maintain and operate that part of system which USER has vested title to COMPANY.

E. It is further understood and agreed that COMPANY, in no way, guarantees or implies that COMPANY'S system is adequate for fire protection. COMPANY only offers to USER such service as to availability of water and pressure as may exist, at the exact time when USER demands. Further, COMPANY does not agree nor warrant that design pressures and flows will not change, in fact, COMPANY expects to add additional customers and expects that flow and pressure will decrease.

F. It is mutually agreed and understood that the distribution system installed, or to be installed by COMPANY is basically a water distribution system for a residential, potable water supply and design for fire protection has in no way been considered, nor does COMPANY warrant non-interruption of service.

-----  
USER

-----  
SPEARS WATER COMPANY, INC.

BY: -----

BY: -----



PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

MAY 2 1990

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

BY: *George R. Miller*  
PUBLIC SERVICE COMMISSION

AGREEMENT FOR SPECIAL SERVICE  
NONSTANDARD SIZE METER

This Agreement, dated this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_, hereinafter called "CUSTOMER", and SPEARS WATER COMPANY, INC., hereinafter called "COMPANY";

WITNESSETH:

WHEREAS, COMPANY has undertaken to establish and operate a central water system for domestic, livestock, lawn, garden and other uses not including fire protection services, and has as its standard domestic service connection a 5/8" X 3/4" size meter; and

WHEREAS, CUSTOMER requests and has evidenced to COMPANY probable consumption of water in excess of that which can be provided by COMPANY'S standard size connection, does hereby request of COMPANY 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 COMPANY and CUSTOMER as follows:

1. CUSTOMER agrees to:

A. Take the necessary action to obtain the approval for the special service connection by the appropriate county and city Department of Public Health, where applicable, and the Department of Building and Construction, Division of Plumbing, of a plan showing the location and size of the proposed pipelines and appurtenances, as well as cross-connection protection;

B. Design and install the pipeline and appurtenances in accordance with approved plans and specifications from CUSTOMER'S premises to COMPANY'S waterlines and in accordance with the minimum requirements of the COMPANY'S Rules and Regulations, and Specifications.

C. Pay all costs of materials and installation of the proposed lines which may be needed to tie into the COMPANY'S waterlines. The foregoing shall be subject, however, to any applicable provisions of the Kentucky Administrative Regulations of the Public Service Commission; and

D. Pay to the COMPANY the tap fee and meter deposits required by the governing body of the COMPANY. The size meter and tap fee agreed shall be as follows:

Meter Size \_\_\_\_\_ Tap-On Fee \$ \_\_\_\_\_

Service Location \_\_\_\_\_



2. COMPANY 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 fees for said water tap and meter; and

C. Provide water service in accordance with the COMPANY'S By-Laws, Rules and Regulations, and Policies. Water service will be provided per agreement after the installation is complete and title to all lines and appurtenances between the COMPANY'S mains and the meter is vested in the DISTRICT.

\_\_\_\_\_  
CUSTOMER

\_\_\_\_\_  
SPEARS WATER COMPANY, INC.

**PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

MAY 2 1990

PURSUANT TO 807 KAR 5:011,  
SECTION 9 (3)  
BY: *George R. ...*  
PUBLIC SERVICE COMMISSION



*Spears Water Co., Inc.*

104 W. MAPLE ST.

NICHOLASVILLE, KY. 40356

PHONE 885-5958

May 22, 2001

SPEARS WATER COMPANY, INC. WATER SHORTAGE RESPONSE PLAN

Spears Water Company, Inc. implements the Water Shortage Plan of Kentucky-American Water Company to all customers in Fayette County.

Spears Water Company, Inc. implements the Water Shortage Plan of the City of Nicholasville to all customers in Jessamine County.

Spears Water Company, Inc. purchases water from Kentucky-American Water Company and City of Nicholasville.



PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

JUN 23 2001

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

BY: Stephan D Bee  
SECRETARY OF THE COMMISSION