

# NORTH SHELBY WATER COMPANY

P. S. C. Ky. No. 2  
Cancels P. S. C. Ky. No. 1

NORTH SHELBY WATER COMPANY

OF

Bagdad, Shelby County, Kentucky

Rules, Regulations, and Special Service Charges for Furnishing

WATER SERVICE

TO

That area of Shelby County which is more than one mile north of U. S. Highway #60, together with portions of southern Henry County and western Franklin County (except territory of Henry County Water District No. 2)

Filed with PUBLIC SERVICE COMMISSION

OF KENTUCKY

Date of Issue June 16, 1988

Date Effective May 16, 1988

Issued by NORTH SHELBY WATER COMPANY

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

By: Duncan R. Craft  
President

MAY 16 1988

PURSUANT TO 207 KAR 5.011,  
SECTION 9(1)

By: George Helber  
PUBLIC SERVICE COMMISSION MANAGER

FOR ALL AREAS SERVED

P.S.C. KY. NO. 2

11<sup>th</sup> REVISED SHEET NO. 1

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

10<sup>th</sup> REVISED SHEET NO. 1

North Shelby Water Company  
(Name of Utility)

**RATES AND CHARGES**

MONTHLY RATES:

5/8 x 3/4 Inch Meters:

First 2,000 gallons	\$24.03 Minimum Bill
Next 3,000 gallons	\$0.00823 per gallon
Next 5,000 gallons	\$0.00681 per gallon
Next 40,000 gallons	\$0.00612 per gallon
Over 50,000 gallons	\$0.00542 per gallon

1 Inch Meters:

First 5,000 gallons	\$48.72 Minimum Bill
Next 5,000 gallons	\$0.00681 per gallon
Next 40,000 gallons	\$0.00612 per gallon
Over 50,000 gallons	\$0.00542 per gallon

1 1/2 Inch Meters:

First 10,000 gallons	\$82.82 Minimum Bill
Next 40,000 gallons	\$0.00612 per gallon
Over 50,000 gallons	\$0.00542 per gallon

2 Inch Meters:

First 15,000 gallons	\$113.42 Minimum Bill
Next 35,000 gallons	\$0.00612 per gallon
Over 50,000 gallons	\$0.00542 per gallon

3 Inch Meters:

First 35,000 gallons	\$235.82 Minimum Bill
Next 15,000 gallons	\$0.00612 per gallon
Over 50,000 gallons	\$0.00542 per gallon

DATE OF ISSUE June 1, 2025  
Month / Date / Year

DATE EFFECTIVE July 1, 2025  
Month / Date / Year

ISSUED BY Bryan Franklin *Bryan Franklin*  
(Signature of Officer)

TITLE President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION  
IN CASE NO. 2025-00153 DATED July 1, 2025

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director



**EFFECTIVE  
7/1/2025**

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

AREA FOR ALL AREAS SERVED

PSC KY NO. 2

3rd SHEET NO. 1a

North Shelby Water Company  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2

2nd SHEET NO. 1a

**RULES AND REGULATIONS**

**I. SERVICE REQUIREMENTS.**

A. Membership. Any person or other entity holding property having reasonable accessibility to the source of and who is in need of having water supplied to his place of occupancy or property may apply for membership in North Shelby Water Company ("Company"). Persons or entities who receive the approval of the board of directors may be admitted to membership ("Member") upon subscribing for a membership certificate, paying the required sum, and by signing such documents, including the contract for water service, as may be provided and required by the Company, provided that no person or entity otherwise eligible shall be permitted to subscribe for or require a membership of the Company if the capacity of the Company's water system, either in general or as to a particular area or line, is exhausted by the needs of its existing Members.

B. Tap-on Fees. A tap-on fee of ONE THOUSAND (\$1,000.00) DOLLARS shall be made for each new meter installation where a 5/8 by 3/4 inch meter is used regardless of location. A tap-on fee of ONE THOUSAND TWO HUNDRED SEVENTY FIVE (\$1,275.00) DOLLARS shall be made for each new meter installation where a one inch meter is used regardless of location. The tap-on fee for meters exceeding one inch shall be the actual cost incurred by the Company in purchasing and installing that particular new meter.

C. Membership Fee and Deposit. A membership fee of \$5.50 shall be required of any member before water service is supplied. The Company will require a minimum cash deposit or other guaranty to secure payment of bills except for customers qualifying for service re-connection pursuant to 807 KAR 5:006, Section 15, Winter Hardship Re-connection. Service will be refused or discontinued for failure to pay the requested deposit. Interest, as required by KRS 273.392, will be paid annually on the deposit, either by refund or credit to the customer's bill, except that no refund or credit will be made if the customer's bill is delinquent on the anniversary date of the deposit. The Company may at its discretion waive a customer's deposit upon a showing of satisfactory credit or payment history. If a deposit has been waived or returned and the customer fails to maintain a satisfactory payment record, a deposit may then be required. The

DATE OF ISSUE December 15, 2023  
MONTH / DATE / YEAR  
DATE EFFECTIVE December 20, 2023  
MONTH / DATE / YEAR  
ISSUED BY Bryan Frank  
SIGNATURE OF OFFICER  
TITLE President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2022-00317 DATED December 15, 2023

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director  
*Linda C. Bridwell*  
EFFECTIVE  
**12/20/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

North Shelby Water Company

**RULES AND REGULATIONS**

Company may require a deposit in addition to the initial deposit if the customer's classification of service changes or if there is a substantial change in usage. Upon termination of service, the deposit and any interest earned and owing will be credited to the final bill with any remainder refunded to the customer.

In determining whether a deposit will be required or waived, the following criteria will be considered:

1. Previous payment history with the Company. If the customer has no previous history with the Company, statements from other utilities, banks, etc. may be presented by the customer as evidence of good credit.
2. Whether the customer has an established income or line of credit.
3. Length of time the customer has resided or been located in the area.
4. Whether the customer owns property in the area.
5. Whether the customer is a governmental entity.
6. Whether the customer has filed bankruptcy proceedings within the last seven years.
7. Whether another customer with a good payment history is willing to sign as a guarantor for an amount equal to the required deposit.

If a deposit is held longer than 18 months, the deposit will at the customer's request be recalculated based on the customer's actual usage. If the deposit on account differs from the recalculated amount by more than \$10.00 for a residential customer or 10 percent for a non-residential customer, the Company may collect any underpayment and shall refund any overpayment by check or credit to the customer's bill. No refund will be made if the customer's bill is delinquent at the time of the recalculation.

Calculated Deposits. All customers' deposits shall be based upon actual usage of the customer at the same or similar premises for the

PUBLIC SERVICE COMMISSION  
OF KENTUCKY

DATE OF ISSUE February 2, 1994

DATE EFFECTIVE March 15, 1994

ISSUED BY

*Duncan LeCompte*  
Duncan LeCompte

TITLE: President

NOV 15 1994

AREA FOR ALL AREAS SERVED

PSC KY NO. 2

3rd SHEET NO. 2

North Shelby Water Company  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2

2nd SHEET NO. 2

**RULES AND REGULATIONS**

most recent 12-month period, if such information is available. If usage information is not available, the deposit will be based on the average bills of similar customers and premises in the system. If there are no similar customers in the system, the deposit will be based on the utility's good faith best estimate of the customer's projected annual bill. The deposit amount shall not exceed 2/12 of the customer's actual or estimated annual bill where bills are rendered monthly. The Company's billing form is attached hereto as Exhibit A.

D. Turn-on fee. A Meter Turn-on Charge of TWELVE DOLLARS and TWENTY CENTS (\$12.20) will be made for each meter turn-on made during regular working hours. If the Member requests that service be connected other than during regular working hours, the charge will be FORTY-FIVE DOLLARS (\$45.00). (R)

E. Nonstandard Service. Any Member shall pay the Cost of any special installation necessary to meet his/her peculiar requirements for service other than standard water tap.

F. Water Line Installation. No service will be installed unless there is a main distribution line existing along the road from which service is requested. The Company will install at its expense that portion of the service line extending from the main line to and including the curb box or curb stop on the Member's property immediately adjacent to the right of way of the road along which the main line exists.

G. Easements. Each Member, together with his/her spouse and all other real estate title owners, shall grant or convey to the Company without cost, any permanent easements reasonably required by the Company for the installation and maintenance of the company's meter and water lines, both existing and future, and for reading that meter at a point on the Member's property to be designated by the Company for each meter, with right of ingress and egress for these purposes over the Member's property, provided such meter and lines are located on real estate owned, rented or otherwise controlled by the Member and such lines (except for the line leading to the Member's meter) are adjacent and parallel to the right of way for a

DATE OF ISSUE December 15, 2023  
MONTH / DATE / YEAR

DATE EFFECTIVE December 20, 2023  
MONTH / DATE / YEAR

ISSUED BY *Bayer Frank*  
SIGNATURE OF OFFICER

TITLE President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2022-00317 DATED December 15, 2023

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director

<b>EFFECTIVE 12/20/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	P.S.C. Ky. No.	<u>2</u>
	Original Sheet No.	<u>3</u>
<u>North Shelby Water Company</u>	Cancelling P.S.C. Ky. No.	<u>1</u>
	Original Sheet No.	<u>3</u>

RULES AND REGULATIONS

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public roadway. The failure or refusal to convey such easements shall constitute grounds for discontinuing service.

- H. Membership Certificate. The Company may issue to every Member a certificate showing the name of the Member, location of the initial premises occupied, date issued, and amounts of fee and deposit.
  
- I. No Cross Connections. Each Member acknowledges the need to avoid contamination of the Company's water system by introduction of foreign water, and therefore each Member agrees that the Member's present water supply, if any exists, will be disconnected prior to connecting to the Company's water system. The Member will not connect to any other water supply while connected to the Company's water system.
  
- J. Member's Service Line. The Member will install and maintain at Member's expense a service line which shall begin at the water meter and extend to the dwelling or other point of use on the Member's premises. All service lines shall be installed of material (for example copper, galvanized, or PVC pipe) rated at 200 psi or more. 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 Member's point of use is at a higher elevation than the point of delivery, the Member should consult with a reputable engineering firm to size the service line from the point of delivery. The Member will be responsible for all water loss occurring on the Member's side of the water meter. The Member shall also be responsible for any damage to the Company's water lines and meter which occurs while the Member or its contractor are connecting to the meter.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
MAY 16 1988  
SECTION 9 (1)  
BY: Shirley Kelle  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE June 16, 1988      DATE EFFECTIVE May 16, 1988

ISSUED BY Duncan LeCompte      TITLE: President  
Duncan LeCompte

AREA FOR ALL AREAS SERVED \_\_\_\_\_

PSC KY NO. \_\_\_\_\_ 2 \_\_\_\_\_

2nd SHEET NO. \_\_\_\_\_ 4 \_\_\_\_\_

North Shelby Water Company  
(NAME OF UTILITY)

CANCELLING PSC KY NO. \_\_\_\_\_ 2 \_\_\_\_\_

1st SHEET NO. \_\_\_\_\_ 4 \_\_\_\_\_

RULES AND REGULATIONS

K. Inspection of Service Line. In the installation of a service line, the Member shall leave the trench open and pipe uncovered until it is inspected by the Company and shown to be free from any tee, branch connection, irregularity, or defect. A charge of TWELVE DOLLARS and TWENTY CENTS (\$12.20) shall be charged for this service. (R)

L. Member's Cut-off Valve. The Member shall furnish and maintain a private cut-off valve on the Member's side of the meter.

M. Separate Meters. A separate meter shall be installed for service to each residential or business unit. The member will not permit anyone else to connect to the Company's water line or meter or the Members service line without the prior written consent of the Company. Water furnished for a given residential or business unit shall be used on that unit only.

II. DISCONTINUANCE OF SERVICE.

A. Involuntary Termination. The Company may in accordance with §07 KAR 5:006 Section 15 refuse to connect or may remove the meter and/or discontinue service for the following reasons:

1. Violation of (1) any of its Rules and Regulations, or (2) any of the provisions of the Schedule of Rates and Charges, or (3) any of the provisions of the Contract for Water Service or other documents signed by the Member, provided the required 10 day written notice has been given.

DATE OF ISSUE \_\_\_\_\_ December 15, 2023  
MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_ December 20, 2023  
MONTH / DATE / YEAR

ISSUED BY \_\_\_\_\_ *Bryan Franklin*  
SIGNATURE OF OFFICER

TITLE \_\_\_\_\_ President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE NO. 2022-00317 DATED December 15, 2023

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Linda C. Bridwell**  
Executive Director

*Linda C. Bridwell*

**EFFECTIVE  
12/20/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AREA FOR ALL AREAS SERVED \_\_\_\_\_

PSC KY NO. \_\_\_\_\_ 2 \_\_\_\_\_

2nd SHEET NO. \_\_\_\_\_ 5 \_\_\_\_\_

North Shelby Water Company  
(NAME OF UTILITY)

CANCELLING PSC KY NO. \_\_\_\_\_ 2 \_\_\_\_\_

1st SHEET NO. \_\_\_\_\_ 5 \_\_\_\_\_

RULES AND REGULATIONS

2. The Company may without notice to the Member discontinue service to the Member when a dangerous condition is found to exist or for fraudulent or illegal use of service, including the theft of water or the appearance of water theft devices on the premises of the Member. The Company shall after termination provide any legally required notice to the member.

3. For non-payment of bills provided the required 5-day written notice is sent and termination is not effected until 20 days have elapsed from the mailing date of the original bill.

4. For refusing or neglecting to allow the Company reasonable access to the Member's premises, provided the required 10-day written notice has been given.

5. Service involuntarily terminated will be restored only after bills are paid in full and a service reconnection charge of TWELVE DOLLARS and TWENTY CENTS (\$12.20) is paid for each meter reconnected during working hours. If reconnected After working hours, the charge shall be FORTY-FIVE DOLLARS (\$45.00). (R)

B. Voluntary Termination By Member. Members who wish to discontinue service must give at least three (3) days written notice to the Company.

III. BILLING AND COLLECTION.

A. Minimum Bill. Each member will pay the Company's minimum monthly water bill as soon as the meter is installed by the Company and water is made available to the meter, regardless of whether the Member connects to the meter.

DATE OF ISSUE \_\_\_\_\_ December 15, 2023  
MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_ December 20, 2023  
MONTH / DATE / YEAR

ISSUED BY \_\_\_\_\_ *Byron Smith*  
SIGNATURE OF OFFICER

TITLE \_\_\_\_\_ President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE

NO. 2022-00317 DATED December 15, 2023

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director
<i>Linda C. Bridwell</i>
<b>EFFECTIVE 12/20/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AREA FOR ALL AREAS SERVED \_\_\_\_\_

PSC KY NO. \_\_\_\_\_ 2 \_\_\_\_\_

2nd SHEET NO. \_\_\_\_\_ 6 \_\_\_\_\_

North Shelby Water Company  
(NAME OF UTILITY)

CANCELLING PSC KY NO. \_\_\_\_\_ 2 \_\_\_\_\_

1st SHEET NO. \_\_\_\_\_ 6 \_\_\_\_\_

RULES AND REGULATIONS

B. Bills. Bills will be rendered monthly. Bills are due when rendered. If not paid within fifteen (15) days of the date they are mailed by the Company, a penalty equal to ten (10%) percent of the bill will be applied and a 5-day notice of intended disconnection may be mailed. Should the final date for payment of the bill fall on a Sunday or holiday the business day next following the final date will be held as a day of grace for delivery of payment. Failure to receive bills or notices shall not prevent such bills from becoming delinquent nor relieve the Member from payment.

C. Responsible Person. The person or entity who is the Member shall be responsible for payment of all bills incurred in connection with the service rendered.

D. Bad Check Fee. A fifteen (\$15.00) dollar service charge will be imposed as a result of the Member's bad check or other dishonored payment method.

E. Tax Surcharge. In addition to the collection of regular rates, the Company may collect from the Member a proportionate share of any privilege, sales use or other tax or fee which may be imposed.

F. Meter Reading. Meters will generally be read monthly, but the company reserves the right to estimate bills and/or to vary the dates of length of period covered, temporarily or permanently, if necessary or desirable.

G. Rates. Bills for water will be figured in accordance with the Company's published rate schedule and will be the larger of (1) the minimum bill or (2) the bill based on the amount consumed for the period covered by the meter readings.

DATE OF ISSUE \_\_\_\_\_ December 15, 2023  
MONTH / DATE / YEAR  
DATE EFFECTIVE \_\_\_\_\_ December 20, 2023  
MONTH / DATE / YEAR  
ISSUED BY \_\_\_\_\_ *Boyer F. Smith*  
SIGNATURE OF OFFICER  
TITLE \_\_\_\_\_ President  
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE  
NO. 2022-00317 DATED December 15, 2023

**KENTUCKY  
PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director  
*Linda C. Bridwell*  
EFFECTIVE  
**12/20/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AREA FOR ALL AREAS SERVED

PSC KY NO. 2

2nd SHEET NO. 7

North Shelby Water Company  
(NAME OF UTILITY)

CANCELLING PSC KY NO. 2

1st SHEET NO. 7

RULES AND REGULATIONS

H. Delinquent Account Collection Charge. A charge of FORTY DOLLARS (\$40.00) shall be made for a trip to collect a delinquent account in order to avoid disconnection of service. A charge of FIFTY DOLLARS (\$50.00) will be made for such a trip when requested by the Member to be made after hours.

IV. CHARGES FOR SPECIAL MISCELLANEOUS SERVICES.

A. Meter Reading Recheck Charge. A charge of FORTY DOLLARS (\$40.00) shall be made for a trip to recheck a meter reading when the Member requests that an earlier meter reading be rechecked. and such recheck shows the original reading was correct. The charge shall be FIFTY DOLLARS (\$50.00) if the Member requests that the reading be rechecked after hours.

B. Meter Test Request. Upon request a Member may have his meter tested and adjustments will be made to the bill where the meter is found to be more than two (2) percent fast or slow in accordance with 807:KAR 5:006, Section 11. This test will be without charge provided the request by the Member is not more frequent than once each twelve months. If such test shows the meter to be less than two (2) percent fast, a charge of TWELVE DOLLARS and TWENTY CENTS shall be made. (R)

C. PSC Meter Test Complaint. Any Member of the Company may request a meter test by written application to the Public Service Commission, Post Office Box 615, Frankfort, KY 40602.

D. Service Investigation Charge. A charge of TWELVE DOLLARS and TWENTY CENTS (\$12.20) per trip shall be made for a service investigation during regular working hours. (R)

DATE OF ISSUE December 15, 2023  
MONTH / DATE / YEAR  
DATE EFFECTIVE December 20, 2023  
MONTH / DATE / YEAR  
ISSUED BY *Boyan Lova*  
SIGNATURE OF OFFICER  
TITLE President  
BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE  
NO. 2022-00317 DATED December 15, 2023

**KENTUCKY**  
**PUBLIC SERVICE COMMISSION**  
**Linda C. Bridwell**  
Executive Director  
*Linda C. Bridwell*  
EFFECTIVE  
**12/20/2023**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

AREA FOR ALL AREAS SERVED \_\_\_\_\_

PSC KY NO. \_\_\_\_\_ 2 \_\_\_\_\_

2nd SHEET NO. \_\_\_\_\_ 8 \_\_\_\_\_

North Shelby Water Company  
(NAME OF UTILITY)

CANCELLING PSC KY NO. \_\_\_\_\_ 2 \_\_\_\_\_

1st SHEET NO. \_\_\_\_\_ 8 \_\_\_\_\_

**RULES AND REGULATIONS**

if interruption of service is not caused by failure of the Company's facilities. The charge for such investigation after working hours will be FORTY DOLLARS (\$40.00) per trip. (R)

E. Meter Investigation Charge. When an investigation of facilities on a Member's premises reveals meter seals broken, damaged meters, or unauthorized use of water, a meter investigation fee of FORTY DOLLARS (\$40.00) shall be charged, or FIFTY (\$50.00) DOLLARS after hours, both in addition to the actual cost of repair and water used.

F. After Hours Special Services Discouraged. The Company discourages its Members from requesting that special services be performed after the Company's regular business hours due to the higher cost to the Member.

**V. MEMBER'S MISCELLANEOUS OBLIGATIONS.**

A. Right of Access. The Company's duly authorized representative and any 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.

B. Damage to Company'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 Company's water works. Any person violating this provision shall be subject to immediate arrest and discontinuation of water service and shall pay the cost of repairing or replacing the pipe or appurtenance.

DATE OF ISSUE \_\_\_\_\_ December 15, 2023  
MONTH / DATE / YEAR

DATE EFFECTIVE \_\_\_\_\_ December 20, 2023  
MONTH / DATE / YEAR

ISSUED BY \_\_\_\_\_ *Boya Frawley*  
SIGNATURE OF OFFICER

TITLE \_\_\_\_\_ President

BY AUTHORITY OF ORDER OF THE PUBLIC SERVICE COMMISSION IN CASE  
NO. 2022-00317 DATED December 15, 2023

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>Linda C. Bridwell</b> Executive Director
<i>Linda C. Bridwell</i>
<b>EFFECTIVE 12/20/2023</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

	P.S.C. Ky. No.	<u>2</u>
	Original Sheet No.	<u>9</u>
<u>North Shelby Water Company</u>	Cancelling P.S.C. Ky. No.	<u>1</u>
	Second Revised Sheet No.	<u>9</u>

RULES AND REGULATIONS

- C. Notice of Trouble. Member 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, should be confirmed in writing.
- D. Protect Company Property. The Member shall guarantee proper protection for the Company's property placed on the Member's premises and shall permit access to it only by authorized representatives of the Company.
- E. Loss or Damage. In the event that any loss or damage to the property of the Company or any accident or injury to persons or property is caused by or results from the negligence or wrongful act of the Member, his agent or employees, the cost of the necessary repairs or replacements shall be paid by the Member to the Company and any liability otherwise resulting shall be assumed by the Member. Any maintenance and repair of facilities beyond the Company's delivery point (ie. meter) is the responsibility of the Member.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
MAY 16 1988  
PURSUANT TO KAR 5.011,  
SECTION 9.03  
BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER

VI. COMPANY'S OBLIGATIONS.

- A. Installation and Maintenance of Water Lines. The Company will install, maintain and operate at the Company's cost a main pipeline or lines from the source of water supply to a point on the property of each Member, designated as the delivery point, where a meter to be purchased, installed, owned and maintained by the Company, shall be placed. The Company will also purchase and install a cut-off valve in each service line from its main distribution line or lines, such cut-off valve to be owned and maintained by the Company and to be installed on some portion of the service line owned by the Company. The Company shall have the sole and exclusive right to the use of such cut-off valve.

DATE OF ISSUE June 16, 1988 DATE EFFECTIVE May 16, 1988

ISSUED BY [Signature] TITLE: President  
Duncan LeCompte

P.S.C. Ky. No. 2

Original Sheet No. 10

North Shelby Water Company

Cancelling P.S.C. Ky. No. 1

First Amended Sheet No. 10

- B. Company's Liability. The Company shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the Member's premises, unless such damage results directly from negligence on the part of the Company. The Company shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the Member's premises. The Company shall not be responsible for negligence of third persons, or forces beyond the control of the Company resulting in any interruption of service.
- C. Interruption of Service. The Company 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.
- D. No Fire Protection Service. The Company provides only domestic water service to rural residences and businesses. The Company does not provide fire protection to its Members or to others. Fire protection must be provided on site by the Member using means other than the Company's distribution system.
- E. Fire Hydrants. The fire hydrants installed on the distribution lines of this Company are for the sole purpose of flushing the lines, or other uses by the Company necessary for proper maintenance of the lines. The Company is not responsible for, nor does it guarantee, any minimum pressure or flow at these hydrants, other than the minimum required by the Public Service Commission for distribution lines. If these fire hydrants are used by fire protection units in the performance of their duty, any damage to distribution lines, resulting from excessive pumping pressure will be the liability of that unit.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE  
MAY 16 1988  
PURSUANT TO ORDER 5000  
D. Duncan LeCompte  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE June 16, 1988 DATE EFFECTIVE May 16, 1988

ISSUED BY Duncan LeCompte TITLE: President  
Duncan LeCompte

North Shelby Water Company

P S C Ky No 2  
First Amended Sheet No 10.1

Canceling P S C. Ky No. 2  
Original Sheet No 10

**RULES AND REGULATIONS**

**Company's Liability:**

The Company shall not be liable for damage of any kind whatsoever resulting from water or the use of water on the member's premises, unless such damage results directly from negligence on the part of the Company. The Company shall not be responsible for any damage done by or resulting from any defects in piping, fixtures, or appliances on the Member's premises. The Company shall not be responsible for negligence of third persons, or forces beyond the control of the Company resulting in any interruption of service.

**Interruption of Service:**

The Company 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.

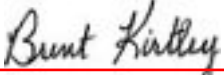
**Minimum Line Size: (C)**

The Company shall not install or accept any water distribution or transmission lines less than six (6) inches in diameter, except that (1) a 4-inch water line may be installed if it is a dead-end line with no realistic chance of future extension; (2) a 4-inch water line may be installed in situations where the Company engineer certifies that a larger water line will create a situation requiring excessive flushing to maintain legally required water standards and the smaller water line is approved by the Board of Directors; or (3) a smaller water line may be installed if the Company makes an extension into the service area or territory of another utility and the line meets the minimum size requirements of that utility; provided, however, that all lines on which fire hydrants will be installed must meet the minimum size and other requirements in these rules and regulations for new fire hydrant installation. A service line leading to a customer's single meter may be a smaller diameter. The Company will, if feasible and consistent with KRS 74 415, require all newly constructed water lines to be adequately sized to support fire hydrants.

Issued pursuant to September 20, 2013 Order  
In PSC Case No 2013-27

Effective September 20, 2013

Issued by: Jerry Ruble  
Jerry Ruble, President

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH

EFFECTIVE <b>9/20/2013</b>
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

North Shelby Water Company

**Purpose of Hydrants:**

The fire hydrants and flush hydrants installed on the distribution lines of this Company are for the purpose of flushing the lines or other uses by the Company necessary for proper maintenance of the system. The Company does not provide fire protection to its customers or others. Fire departments may use the water which is available through fire hydrants for fire-fighting, testing and training activities subject to the requirements set forth in the Company's Fire Department regulation herein. The Company does not guarantee any particular flow rate or pressure to these hydrants or to any customer's private fire suppression system. The flow rate and pressure may vary depending upon other water demands on the system, various water facility limitations, or other circumstances, including but not limited to a closed fire hydrant or other valve, frozen fire hydrants, line break(s), low or empty water tank(s), drought or other act of God, altitude valve failure(s), telemetry failure(s), and/or power failure(s). If fire hydrants are used by fire suppression units in the performance of their duty, any damage to the Company's water system will be the liability of that unit.

T

Other than by the Company, fire hydrants and flush hydrants shall not be used by any contractor, property owner, governmental agency other than a fire department, individual, corporation, or others to secure water for any purpose other than fire suppression. The use of a fire hydrant by anyone other than the Company or properly authorized fire department personnel for fighting a fire, testing, or training in accordance with the Fire Department regulation, or the use of a private fire suppression system for any purpose other than fighting a fire or upon prior agreement with the District testing or training, shall be considered a "theft of service" and prosecuted in accordance with the laws of the Commonwealth of Kentucky.

**Fire Hydrant Installation:**

Except where required for flushing or air release, a new fire hydrant shall not be installed unless the Company is reimbursed for the cost of installation. Installation of fire hydrants at the request of a fire department or a governmental entity on an existing line will be installed by the Company for the cost of materials only, or on a new line for the cost of labor and materials unless the Board of Directors for cause decides to waive the labor expense. Fire hydrants requested by customers will be installed for the cost of labor and materials.

Except where required for flushing or air release, new fire hydrants shall not be installed unless (1) the Company's engineer determines the flow rate from the

Issued pursuant to September 20, 2013 Order  
In PSC Case No. 2013-27

Effective May 1, 2016

Issued by: *Jerry Ruble*  
Jerry Ruble, President



North Shelby Water Company

fire hydrant at the proposed location will meet the minimum requirements of the Kentucky Public Service Commission including a minimum residual pressure of 30 psi and a minimum flow of 250 gallons per minute for at least two (2) hours at the maximum daily rate, and (2) the fire hydrant will be located on a water main no smaller than 8 inches if a dead-end line and 6 inches if a looped line, all of which lines must extend back to the overhead storage tank serving as the principal water supply for that fire hydrant. Existing fire hydrants that do not meet these minimum requirements shall, unless required for flushing or air release, be removed upon request in writing by the affected fire department.

Fire Hydrant Access: (N)

No customer or property owner shall install or permit to remain anything which obscures the visibility, or interferes with unobstructed access to, any fire hydrant.

Private Fire Hydrant and Fire Suppression System Testing and Maintenance: (N)

All testing and maintenance of private fire hydrants and private fire suppression systems is the responsibility of the customer. Testing of private fire hydrants and private fire suppression systems will be permitted only under conditions agreed to in advance by the Company. Testing is not allowed unless the Company is advised in advance of the testing.

Inspection and Maintenance of Public Fire Hydrants: (N)

The Company shall request each fire department sign an agreement verifying that department will inspect all of the Company's public fire hydrants located within the service territory of that fire department to ascertain they are in good operating condition and meet the desired flow rate and pressure, and that it will perform the following maintenance items on those fire hydrants: (1) lubricating the threads of the discharge caps and the operating nut of the fire hydrant; (2) maintaining accessibility and visibility; (3) ensuring the valve for each fire hydrant is in the "open" position (fire trucks should carry valve wrenches for this purpose) unless the hydrant is being repaired; (4) painting the fire hydrant including, if desired, color-coding based upon anticipated flow rates; and (5) removing any obstructions to use or visibility of each fire hydrant. The Company shall be responsible for all other maintenance of each fire hydrant. The agreement will require the fire department to promptly report any deficiency in writing to the Company and to provide written verification to the Company on or before July 1 of each year that each fire hydrant has been inspected and any required maintenance has been performed during the prior 12 months. The agreement will assign to the fire

Issued pursuant to September 20, 2013 Order  
In PSC Case No. 2013-27

Effective September 20, 2013

Issued by: Jerry Ruble  
Jerry Ruble, President

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH

*Brent Kirtley*

EFFECTIVE

**9/20/2013**

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

North Shelby Water Company

department the non-exclusive right to use the Company's easements, where each such hydrant is located, for the purposes of inspection and maintenance, including removing any obstructions. Testing of public fire hydrants shall be in accordance with and subject to the penalties set forth in the Fire Department regulation of this Tariff.

To the extent that a fire department fails to execute a written agreement regarding the inspection and maintenance of the public fire hydrants located within that department's service territory, or fails to satisfactorily perform its duties under its written agreement, the Company shall perform these inspection and maintenance activities on each such fire hydrant. The Company will assess a monthly fee to that fire department to cover the cost of the inspection and maintenance activities. Unless a specific tariff charge is approved by the Public Service Commission, the fee shall be based upon the actual cost of the materials used and equipment purchased, and the mileage, equipment rental, administrative overhead, and hourly labor rates charged by the Company to the US 60 Water District under the Company/District operation and maintenance agreement. Any fees which have not been paid within 30 days after invoice shall accrue interest at the legal rate until paid in full.

In the event a fire department fails to pay any monthly fee for more than 60 days after the date of the invoice, the Company shall send written notice to the fire chief and to the mayor or county judge/executive of each city and county, respectively, within which any portion of the fire department territory lies that if the delinquent fees and accrued interest are not paid in full within 90 days after the date of the notice, the Company will remove all public fire hydrants within that fire department's service territory.

Issued pursuant to September 20, 2013 Order  
In PSC Case No 2013-27

Effective September 20, 2013

Issued by: Jerry Ruble  
Jerry Ruble, President

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Brent Kirtley</i>
EFFECTIVE <b>9/20/2013</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

North Shelby Water Company

P S C. Ky No 2  
Second Amended Sheet No. 11

Canceling P S C Ky No 2  
First Amended Sheet No. 11

**MONITOR BILLS FOR UNUSUAL VARIANCE:** (C)

The Company shall continue computer monitoring of the customer's meter readings for unusual usage variances, which monitoring process shall include a printout, prior to actual billing, of any such unusual variances. If the customer's usage is unduly high and the deviation is not otherwise explained, the Company shall test the meter in accordance with Public Service Commission requirements.

**DISTRIBUTION EXTENSIONS:**

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

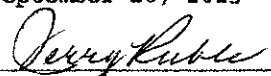
The Company shall determine the total cost of the proposed water main extension (exclusive of the meter connection) and the total length of the extension. The Company shall pay that portion of the cost of the water main extension equal to 50 feet for each applicant for service (the "50' rule contribution" as required by 807 KAR 5:066 §11(1)). 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.

For a period of ten 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.

Issued pursuant to September 20, 2013 Order  
In PSC Case No. 2013-27

Effective September 20, 2013

Issued by:

  
Jerry Ruble, President

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**JEFF R. DEROUEN  
EXECUTIVE DIRECTOR**

TARIFF BRANCH



EFFECTIVE

**9/20/2013**

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

P.S.C. Ky. No. 2

First Amended Sheet No. 12

North Shelby Water Company

Cancelling P.S.C. Ky. No. 2

Original Sheet No. 12

RULES AND REGULATIONS

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 customers 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 ten 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 of 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 ten-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.

All taps and connections to the extended line shall be made by Company personnel.

It is the Company's policy to use surplus Company revenues to assist, in a nondiscriminatory manner, the extension of the Company's water distribution system to areas not yet served by public water systems. When the Company's surplus revenues permit, the Company finds that there is a substantial opportunity for repayment of the Company's additional contribution to construction costs, the Company finds that the proposed extension will not otherwise be constructed, and the initial applicants unanimously agree, the Company may, under the restrictions of this rule, contribute additional construction funds (over and above the 50' rule contribution) for the purpose of reducing each initial applicant's required contribution.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
OFFICE

DEC 5 1988

PURSUANT TO KRS 5.011,  
SECTION 9(1)

BY: Duncan LeCompte or more additional applicants, and shall accordingly contribute additional construction funds in an amount

DATE OF ISSUE Nov. 10, 1988 DATE EFFECTIVE Dec. 5, 1988

ISSUED BY Duncan LeCompte TITLE: President

North Shelby Water Company

P.S.C. Ky. No. 2  
First Amended Sheet No. 13  
Cancelling P.S.C. Ky. No. 2  
Original Sheet No. 13

RULES AND REGULATIONS

equal to each applicant's required contribution times the number of the Company's contributions as an applicant(s). The Company shall also contribute the appropriate additional sums under the 50' rule. All applicants other than the Company shall execute in favor of the Company a written assignment of each applicant's future refunds under this rule. Each refund so received shall be applied by the Company toward the Company's construction contribution for the water main extension (but not including the Company's additional 50' rule contributions). Once the Company's construction contribution has been repaid in full the assignments shall expire and all future refunds shall be paid directly to all applicants other than the Company. In addition those refunds which would otherwise be paid to the Company shall then be evenly divided between all applicants other than the Company.

VIII. MISCELLANEOUS

- A. Additional Rules and Regulations. These Rules and Regulations are in addition to the rules of the Kentucky Public Service Commission.
- B. Revisions. These Rules and Regulations may be revised, amended, supplemented, or otherwise changed from time to time without notice to Members, but only after thirty (30) days notice to the Public Service Commission. Such changes, when effective, shall have the same force as the present Rules and Regulations.
- C. Conflict. In case of conflict between any provisions of any rate schedule and these Rules and Regulations, the rate schedule shall prevail. In case of conflict between any P.S.C. rules and regulations and these Rules and Regulations or rate schedules, the P.S.C. rules and regulations shall prevail.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY

DEC 5 1988

PURSUANT TO KRS 190.011  
SECTION 9(1)  
BY: Duncan LeCompte  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE Nov. 10, 1988 DATE EFFECTIVE Dec. 5, 1988

ISSUED BY Duncan LeCompte TITLE: President  
Duncan LeCompte

	P.S.C. Ky. No.	<u>2</u>
	First Amended Sheet No.	<u>14</u>
<u>North Shelby Water Company</u>	Cancelling P.S.C. Ky. No.	<u>2</u>
	Original Sheet No.	<u>14</u>

RULES AND REGULATIONS

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- D. Scope. These Rules and Regulations are part of all contracts for receiving water service from the Company, and apply to all service received from the Company whether the service is based upon contract, agreement, signed application, or otherwise. A copy of these Rules and Regulations, together with a copy of the Company's Rate Schedule, shall be kept open to inspection at the office of the Company.
- E. Definitions. The word "Company" used herein applies to the North Shelby Water Company. The word "Member" used herein applies to the Members of said Company.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 5 1988

PURSUANT TO 1987 KAR 5:011,  
SECTION 9(1)

BY: *Sharon L. Hill*  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE Nov. 10, 1988 DATE EFFECTIVE Dec. 5, 1988

ISSUED BY *Duncan LeCompte* TITLE: President  
Duncan LeCompte

FIRE DEPARTMENT: (C)

RULES AND REGULATIONS

Any fire department, city, county, or other governmental entity ("User") may withdraw if available reasonable quantities of water from the utility's water distribution system for the purpose of fighting fires at any time, or for the purpose of training firefighters or testing fire hydrants as long as the training or testing do not occur during a peak demand time for which advance notice has been communicated verbally, electronically, or in writing by the utility to the User ("Peak Demand Time") or during a time when water usage has been restricted due to drought or other conditions ("Restricted Water Usage"). Such usage shall be at no charge on the condition that the User contacts the utility as soon as possible under the circumstances when each water withdrawal begins, maintains estimates of the amount of water used for fire protection, training and testing during the calendar month, and reports the amount of this water usage to the utility no later than the 15<sup>th</sup> day of the following calendar month.

Any User that (1) withdraws unreasonable quantities of water from the utility's water distribution system for fire protection, training or testing purposes, (2) withdraws any quantity of water for training or testing purposes during a Peak Demand Time or during a time of Restricted Water Usage, or (3) withdraws any quantity of water at any time for fighting fires, training firefighters, or testing fire hydrants and fails to either contact the utility as soon as possible under the circumstances when each water withdrawal begins or fails to submit the required report on water usage in a timely manner, shall pay the utility the cost of this water. An example of an unreasonable quantity of water for fire protection purposes is an amount which damages or causes contamination of the utility's water system.

A User which violates this rule shall be presumed to have used 0.3 percent of the utility's total water sales for the calendar month for each violation. A User may present evidence of its actual usage to rebut the presumed usage. The utility shall consider this evidence and may adjust the presumed usage amount accordingly. The User shall be billed for this usage at the lowest usage block rate that the utility charges regardless of customer classification. A non-reporting User shall also be assessed a penalty of \$50.00 for each failure to submit a report in a timely manner. Amounts due under this rule shall be due within 30 days after billing and the utility may collect its reasonable attorney's fees, as awarded by a court of competent jurisdiction, paid to collect any delinquent amounts.

Any User which damages the utility's water distribution system shall reimburse the utility for the repair cost.

LEAK ADJUSTMENT POLICY (N)

Upon a written request from a customer, an adjustment will be given on a high bill resulting from a leak on the customer's side of the meter. Only one adjustment will be given to any customer during any 12-month period. The leak must be underground and the bill before adjustment must equal or exceed \$50.00. The customer will be charged the Company's minimum bill, plus the customer's usage exceeding the minimum. This usage will be billed at the Company's weighted average wholesale water cost increased by the Company's line loss percentage. The weighted average wholesale water cost and line loss percentage will be taken from the Company's most recent annual report to the Public Service Commission.

DATE OF ISSUE February 21, 2011

DATE EFFECTIVE April 1, 2011

ISSUED BY Jerry Ruble  
Jerry Ruble, President

<b>KENTUCKY PUBLIC SERVICE COMMISSION</b>
<b>JEFF R. DEROUEN EXECUTIVE DIRECTOR</b>
TARIFF BRANCH  <i>Burt Kirtley</i>
EFFECTIVE <b>4/1/2011</b> PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

FORWARD & ADDRESS CORRECTION

FIRST CLASS MAIL  
U.S. POSTAGE PAID

PERMIT NO.:

ACCOUNT NO.:

NET BILL  
DUE NOW

NET BILL DUE NOW

GROSS AMOUNT

ENTER  
READING

RETURN STUB WITH PAYMENT

ENCLOSE THIS STUB  
WHEN PAYING BY MAIL  
FOR PROPER CREDIT

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

NOV 15 1994

PURSUANT TO 807 KAR 6.011,  
SECTION 9 (1)

BY: Jordan C. Neal  
FOR THE PUBLIC SERVICE COMMISSION

CODES:	WT = WATER	UC (USAGE CODES):
	SWR = SEWER	E = ESTIMATED
	GS = GAS	M = METER CHANGE
	FP = FIRE PROTECTION	
	TP = TRASH PICK-UP	
	BC = BAD CHECK CHARGE	
	SC = SERVICE CHARGE	
	CF = CONNECTION FEE	
	CR = CREDIT BALANCE	
	AR = PAST DUE BALANCE	
	TX = TAXES	
	EA = ESTIMATION ADJUSTMENT	
	EF = ESTIMATION FEES	
	RA = RATE ADJUSTMENT	

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

NOT RESPONSIBLE  
FOR MAIL DELIVERY

EXHIBIT A

North Shelby Water Company

**RULES AND REGULATIONS**

Monitoring of Customer Usage

At least once annually the Company will monitor the usage of each customer according to the following procedure:

1. The customer's annual usage for the most recent 12-month period will be compared with the annual usage for the 12 months immediately preceding that period.

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

3. If the annual usages differ by 100% or more and cannot be attributed to a readily identified common cause, the Company will compare the customer's monthly usage records for the 12-month period with the monthly usage for the same months of the preceding year.

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

5. Where the deviation is not otherwise explained, the Company will test the customer's meter to determine whether it shows an average error greater than 2% fast or slow.

6. The Company will notify the customers of the investigation, its findings, and any refunds or back-billing in accordance with 807 KAR 5:006, Sections 10(4) and (5).

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

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DATE OF ISSUE February 2, 1994 DATE EFFECTIVE March 15, 1994  
NOV 15 1994

ISSUED BY Duncan LeCompte TITLE: President  
Duncan LeCompte

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

FOR ENTIRE AREA SERVED

North Shelby Water Company

P.S.C. Ky. No. 2

Original Sheet No. 16

RATE SCHEDULE--CLASSIFICATION OF SERVICE

RATE  
PER UNIT

PURCHASED WATER ADJUSTMENT CLAUSE

Tabulation Form to be used for purchased water adjustments in accordance with 807 KAR 5:067, Purchased Water Adjustment Clause, as adopted by the Public Service Commission.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 5 1988

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

BY: [Signature]  
PUBLIC SERVICE COMMISSION MANAGER  
M Gal.

1. Volume of water purchased for 12-month period ended \_\_\_\_\_  
(which is within 3 months of effective date of supplier's rate change) 1 / \_\_\_\_\_ M Gal.
2. Cost at new rates \$ \_\_\_\_\_
3. Cost at Base Rate \$ \_\_\_\_\_
4. Total change in cost (Item 2 minus item 3) \$ \_\_\_\_\_
5. Volume sold for same period as in Item 1 \_\_\_\_\_ M Gal.
6. PWA per M gallon sold (Item 4 divided by Item 5) \_\_\_\_\_ ¢

Note 1: Item 1 cannot, for this computation table, exceed Item 5 divided by .85.

<u>SUPPLIER</u>	<u>RATE</u>
Shelbyville Municipal Water and Sewer Commission gallons	\$1.00 per 1,000

DATE OF ISSUE Nov. 10, 1988 DATE EFFECTIVE Dec. 5, 1988

ISSUED BY [Signature] TITLE: President  
Duncan LeCompte

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 8285 Dated 12/8/81.

FOR ENTIRE AREA SERVED

North Shelby Water Company

P.S.C. Ky. No. 2

Original Sheet No. 17

RATE SCHEDULE--CLASSIFICATION OF SERVICE

RATE  
PER UNIT

PURCHASED WATER ADJUSTMENT CLAUSE (Cont.)

In the event a refund is received from the supplier for amounts previously paid, the following tabulations will be made:

1. Total refund received \$ \_\_\_\_\_
2. Total amount of water estimated to be sold during 2 month period beginning with the first day of the month following receipt of the refund. \_\_\_\_\_ M. Gal.
3. Refund factor pre unit of water sold (Item 1 divided by Item 2) \_\_\_\_\_ ¢
4. The refund factor may be adjusted in the final month to more accurately reflect the amount to be refunded.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

DEC 5 1988

PURSUANT TO KRS 5:011,  
SECTION 9(1)

BY: George L. Hill  
PUBLIC SERVICE COMMISSION MANAGER

DATE OF ISSUE Nov. 10, 1988 DATE EFFECTIVE Dec. 5, 1988

ISSUED BY Duncan LeCompte TITLE: President  
Duncan LeCompte

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 8285 Dated 12/8/81.

North Shelby Water Company

P.S.C. Ky. No. 2  
First Amended Sheet No. 19  
Canceling P.S.C. Ky. No. 2  
Original Sheet No. 19

RULES AND REGULATIONS

I. LINE ENLARGEMENT CHARGE.

It is the Company's policy that the infrastructure costs of developments should be paid by the developer rather than by the customers of the Company. Most of the Company's distribution lines were designed and constructed to serve larger farms with infrequently interspaced residential lots. For purposes of this rule a lot is considered a development lot if the lot is 50 acres or less.

The developer of each development on an existing distribution line shall be required to pay to the Company a Line Enlargement Charge. The Line Enlargement Charge shall be equal to the number of feet of road frontage of the development on the existing distribution line multiplied by 1/2 of the average cost of installing the Company's then minimum size distribution water main (presently 6 inches). The Line Enlargement Charge will normally be charged only for the frontage of lots of 50 acres or less. However, if a development contains lots both less than and greater than 50 acres, the Line Enlargement Charge will be charged for the frontage of the entire development if more than one-half of the frontage is occupied by lots of 50 acres or less. No charge will be made for the frontage of any tract served by an existing meter in front of that lot; however such tract will be considered under the preceding sentence for the purpose of determining whether to charge for the remaining frontage of the development.

No preliminary plat will be signed until the developer has agreed in writing to pay the required Line Enlargement Charge. No final plat will be signed until the developer has paid the required Line Enlargement Charge.

The funds from the Line Enlargement Charge shall be placed in an escrow account. These funds shall be used only for enlarging distribution lines and, under exceptional circumstances where the additional construction will be cheaper than enlarging the affected lines, for the installation of connections between water mains such as dead end lines.

DATE OF ISSUE December 20, 1999 DATE EFFECTIVE February 01 2000  
ISSUED BY Duncan LeCompte TITLE: President  
Duncan LeCompte

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 01 2000

North Shelby Water Company

P.S.C. Ky. No.	<u>2</u>
First Amended Sheet No.	<u>20</u>
Canceling P.S.C. Ky. No.	<u>2</u>
Original Sheet No.	<u>20</u>

RULES AND REGULATIONS

Each year the Company will prepare a prioritized list of proposed enlargement projects together with the estimated cost of each project, which shall be available for inspection at the Company's office. Each project shall be constructed by the Company in the order of priority listed as funds in the account become available. The Company shall file with the Commission, on an annual basis, the priority list for the next year, the list of projects completed during the previous year and the cost of each such project, the amount of Line Enlargement Charge revenue collected from developers during the previous year, and the balance remaining in the escrow account.

Any development or portion thereof not served by an existing distribution line shall be subject to the Company's regular distribution line extension rules, and the portion served by the new main constructed at the developer's expense shall not be subject to the Line Enlargement Charge. Any development which cannot be served by the Company's existing distribution system will be required, at the Developer's expense, immediately to enlarge and improve the distribution system to the extent necessary to serve that development, under the Company's regular distribution line extension rules, and such development shall not be subject to the Line Enlargement Charge.

This tariff provision was approved by the Public Service Commission in Case No. 95-161 as a special demonstration project. The Public Service Commission reserved its authority to review this tariff and its appropriate application at any time. Unless extended by a formal action of the Public Service Commission, this tariff will expire on December 31, 2005.

PUBLIC SERVICE COMMISSION  
OF KENTUCKY  
EFFECTIVE

FEB 01 2000

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

BY: Stephan B. Bell  
SECRETARY OF THE COMMISSION

DATE OF ISSUE December 20, 1999 DATE EFFECTIVE February 1, 2000

ISSUED BY Duncan LeCompte TITLE: President

**FIRE HYDRANT INSPECTION AND MAINTENANCE CONTRACT**

This Fire Hydrant Inspection and Maintenance Contract dated this \_\_\_\_ day of \_\_\_\_\_, 2015 made and entered into by and between North Shelby Water Company (“North Shelby”) and \_\_\_\_\_ Fire Department (the “Fire Department”);

WHEREAS, one or more fire hydrants connected to North Shelby’s water distribution system are located within the Fire Department’s service territory; and

WHEREAS, the Fire Department is permitted to use these fire hydrants in the performance of its duties without cost to the Fire Department as long as the Fire Department reports the estimated amount of water used by the Fire Department and otherwise complies with North Shelby’s Fire Department Tariff on file with the Kentucky Public Service Commission, a copy of which is attached hereto; and

WHEREAS, the Fire Department is willing to periodically inspect and perform certain maintenance on North Shelby’s fire hydrants located within the Fire Department’s service territory in return for the benefit the Fire Department receives from its use of the fire hydrants on North Shelby’s system.

NOW THEREFORE, it is agreed as follows:

1. The Fire Department agrees it will annually inspect all of North Shelby’s public fire hydrants located within the Fire Department’s territory to ascertain those fire hydrants are in good operating condition and meet the desired flow rate and pressure.

2. The Fire Department will perform the following maintenance activities on those fire hydrants:

- a. Lubricating as needed the threads of the discharge caps and the operating nut of the fire hydrant;
- b. Cutting grass and weeds as needed to maintain accessibility and visibility of each fire hydrant;
- c. Checking to verify each fire hydrant is in good operating condition;
- d. If desired by the Fire Department, color code painting based on anticipated flow rates; and
- e. Removing any obstruction to use or visibility of each fire hydrant or requesting North Shelby’s assistance in removing such obstructions.

3. North Shelby shall be responsible for all other maintenance of each fire hydrant.

4. Starting July 1, 2016 the Fire Department will promptly report in writing to North Shelby any deficiency in the operating condition of any fire hydrant.

<b>KENTUCKY</b>
<b>PUBLIC SERVICE COMMISSION</b>
<b>Aaron D. Greenwell</b>
<b>ACTING EXECUTIVE DIRECTOR</b>
<b>TARIFF BRANCH</b>
<i>Brent Kirtley</i>
<b>EFFECTIVE</b>
<b>9/30/2013</b>
<b>PURSUANT TO 807 KAR 5:011 SECTION 9 (1)</b>

5. The Fire Department will provide to North Shelby on or before July 1 of each year written verification that each fire hydrant has been inspected and that the Fire Department has performed any maintenance required by this contract on each fire hydrant during the prior 12 months.

6. North Shelby hereby assigns to the Fire Department the non-exclusive right to use North Shelby's easements where each fire hydrant is located for the purpose of inspection, maintenance and removal of any obstructions.

7. Testing of fire hydrants shall be in accordance with North Shelby's Fire Department Tariff, provided, however, that the Fire Department will not be responsible for damage to North Shelby's system except to the extent such damages is caused by the Fire Department's failure to exercise ordinary care, such as excessive pumping pressure.

8. This Contract shall have an initial term of two years beginning with its date of execution. This Contract will automatically renew for successive one-year terms unless either North Shelby or the Fire Department gives written notice to the other party, at least six months prior to the then-upcoming expiration date, that this Contract is being terminated.

NORTH SHELBY WATER COMPANY

By: \_\_\_\_\_  
Jerry Ruble, President

\_\_\_\_\_ FIRE DEPARTMENT

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

Title: \_\_\_\_\_

