

LOUISVILLE EXTENSION WATER DISTRICT

OF

JEFFERSON COUNTY, KENTUCKY

RATES, RULES AND REGULATIONS

FOR FURNISHING WATER SERVICE

IN

LOUISVILLE EXTENSION WATER DISTRICT and adjacent areas as recorded in File 483 in the records of the Probate Department of the County Court of Jefferson County in the Court House, Louisville, Kentucky.

Filed With

THE PUBLIC SERVICE COMMISSION OF KENTUCKY



ISSUED June 1, 1964

EFFECTIVE June 1, 1964

ISSUED BY Louisville Extension Water District

BY

Arthur J. Steilberg  
Chairman of Commission

C-2-82

LOUISVILLE EXTENSION WATER DISTRICT

RATES, RULES AND REGULATIONS

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MAY 26 1965  
by R.D.  
ENGINEERING DIVISION

ISSUED June 1, 1964

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ISSUED BY Louisville Extension Water District

BY Arthur J. Steilberg  
Chairman of Commission

27-82

FOR Entire Area Served

P. S. C. Ky. No. 1

Original SHEET NO. 1

Louisville Extension Water District

PARAGRAPH 1 - EXTENSION OF MAINS - GENERAL CONDITIONS

SECTION 1

- A. Any main extension authorized under this SECTION shall be approved by the Consulting Engineer, the Supervisor of the Engineering Department, and General Manager before installation is authorized and all installation "as built" plans and/or record plans shall bear signatures or seals indicating this approval.
- B. All main extensions authorized under this SECTION shall be installed in accordance with the applicable rules of the various regulatory agencies having jurisdiction.
- C. All main extensions authorized under this SECTION shall be performed in accordance with the terms of existing contracts and bond agreements.
- D. Any main extension authorized and/or installed under this SECTION shall include the installation of the necessary fire hydrants to meet the requirements of the Jefferson County Fire Protection Program.
- E. The types of material, pipe construction, and size of the main to be installed under this SECTION shall be restricted only by the previous contractual agreements and the approvals designated in PARAGRAPHS (1A), (1B), (1C) and (1D).
- F. The DISTRICT will perform the actual work of any main extension with District personnel or may let the work out for contract. The method of installation is solely at the discretion of the Commission without any control, direction or interference from any organization, group or individual providing the financing for the main extension.
- G. No mains will be installed by the DISTRICT which are smaller than 6" inside diameter.

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Louisville Extension Water District

PARAGRAPH 2 - EXTENSION OF MAINS BY BOND ISSUE

SECTION 1

- A. Main extension by bond issue may be authorized by the Commission when the demand and engineering studies indicate that sufficient revenue will be available to financially support the bond issue necessary to defray the costs of such extension and when no faster or more desirable means of main extension appear immediately available. Such authorization rests solely within the powers of the commission subject to the existing statutes, existing contracts and previous bond agreements.
- B. Main extensions under this PARAGRAPH 2, SECTION I are subject to all the provisions of PARAGRAPH 1, SECTION I, as well as the advice and consent of the District's Legal Consultant and the District's Financial Consultant or Accountant.
- C. Generally, only main extensions costing in excess of \$100,000 shall be considered under this PARAGRAPH 2, SECTION I.

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Louisville Extension Water District

PARAGRAPH 3 - EXTENSION OF MAINS BY BUILDER AND/OR DEVELOPER -  
REFUNDING CONTRACTS \*

SECTION 1

- A. Should an individual, group, developer, or contractor desire the extension of a main along a public road or into a subdivision with an estimated potential of ten customers or more and should said individual, group, developer, or contractor desire such extension of main at an earlier date than it is possible to secure a bond issue, or should a bond issue be impractical, undesirable, or not financially feasible; then the individual, group, developer, or contractor may obtain the main extension by paying the cost of the main extension to the District in accordance with the succeeding subsections (B), (C), (D), (F), (G), (H), (I), (J), and (K) of this PARAGRAPH 3, SECTION I.
- B. The entire cost of the main extension as computed by the District's staff in accordance with subsection (C) of this paragraph must be paid to the District prior to the beginning of any work on the extension.
- C. The cost as paid by the individual, group, developer, or contractor shall be computed on the basis of the following unit prices applying to quantities obtained by the District's staff from plans approved by the applicable regulatory agencies:
 

6" Water Main	-	\$3.00 per lineal foot
8" Water Main	-	\$4.00 per lineal foot
Fire Hydrants	-	\$300.00 each
Fire Hydrants	-	For Shively - \$475.00 each
Rock Excavation	-	\$25.00 per cubic yard
Road Crossings and Specials	-	As estimated
- D. Plans approved by the applicable regulatory agencies must be submitted to the District's staff for computing the cost of any main extension. Any estimates of cost made by the District's staff from preliminary or unapproved plans are subject to revision and/or correction when approved plans become available.
- E. Cost estimates prepared by the District's staff from approved and/or final plans are the costs to be paid by the individual, group, devel-

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Louisville Extension Water District

PARAGRAPH 3 - EXTENSION OF MAINS BY BUILDER AND/OR DEVELOPER -  
REFUNDING CONTRACTS \* (Continued) SECTION I

oper, or contractor and no recapitulation is provided or available to the individual, group, developer, or contractor upon completion of the extension.

- F. The individual, group, developer, or contractor paying the cost of main extension under this PARAGRAPH 3, SECTION I, receives a refunding contract which is negotiable and transferrable for the full amount of the cost of the main extension only. This contract is repayable by the District at the rate of one dollar (\$1.00) per month per customer attached directly to the main extended by the payment included in the contract.
- G. No interest is paid on these contracts. The entire principal or face value is repaid to the developer as per the terms of the contract which is hereby made a part of these regulations.
- H. The costs of the fire hydrants, rock excavation, and special costs, although required to be paid by the individual, group, developer, or contractor, are not included in the contractual amount to be refunded.
- I. Rock excavation is not computed unless the quantity of rock excavation is in excess of 15% of the total excavation necessary to install the main extension.
- J. This PARAGRAPH 3, SECTION I applies only to main extensions where the estimated potential customers is ten (10) or more.
- K. All units of PARAGRAPH 1, SECTION I shall apply to main extensions under this PARAGRAPH 3, SECTION I.

\* See APPENDIX I for copy of REFUNDING CONTRACTS AND ASSIGNMENTS

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Louisville Extension Water District

PARAGRAPH 4 - EXTENSION OF MAINS BY BUILDER AND/OR DEVELOPER -  
NON REFUNDING CONTRACTS

SECTION 1

- A. Should an individual, group, developer, or contractor desire the extension of a main along a public road or into a subdivision with an estimated potential of less than ten (10) customers, such extensions will be made in accordance with PARAGRAPHS 3(B), 3(C), 3(D), 3(E), 3(H), and 3(I), SECTION 1.
- B. No refunding contract will be made to the individual, group, developer, or contractor on main extensions with an estimated potential of less than ten (10) customers.
- C. All units of PARAGRAPH 1, SECTION I shall apply to main extensions under this PARAGRAPH 4, SECTION I.



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Louisville Extension Water District

PARAGRAPH 5 - EXTENSION OF MAINS - CONNECTING LINES  
AND MAIN SUPPLY LINES

SECTION I

- A. The Commission may, at its discretion, authorize the installation of water mains to connect voids between the ends of existing mains or authorize the extension of main supply lines for the improvement of pressure and/or supply.
- B. Extension of mains in accordance with this PARAGRAPH 5, SECTION I shall be at the District's expense or financed from District funds as available and as permitted by those individuals and/or groups exercising jurisdiction.
- C. All units of PARAGRAPH 1, SECTION I shall apply to any extensions under this PARAGRAPH 5, SECTION I.



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Louisville Extension Water District

PARAGRAPH 6 - EXTENSION OF MAINS IN POPULATED AREAS NOT  
PREVIOUSLY SERVED BY A PUBLIC WATER SUPPLY SECTION I

- A. The Commission may, at its discretion, authorize the installation of water main extensions in so-called "built-up" areas not previously served by a public water supply if the areas are within the boundaries of the District.
- B. Any authorization for main extension under this PARAGRAPH 6, SECTION I shall be subject to all the provisions of PARAGRAPH 1, SECTION I.
- C. The Commission in considering the authorization for main extension under this PARAGRAPH 6, SECTION I shall be governed by, although not necessarily limited to, the following provisions:
1. The necessary money to defray the cost of such extension must be available from some current source or established account.
  2. The Commission shall have the cost computed for the main extension and shall not give serious consideration to any extension where the complete estimated cost of installation of such extension exceeds \$250.00 per bona-fide customer who is willing to pay the cost of a service installation.
  3. Work will not be started on such installation until enough paid applications for service installations are received to assure the cost of installation of such extension of being not more than \$250.00 per bonafide service.



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Louisville Extension Water District

PARAGRAPH 1 - SERVICE CONNECTIONS - GENERAL CONDITIONS

SECTION II

- A. The DISTRICT requires all consumers to have a separate metered service connection which is installed by the DISTRICT at the consumer's expense in accordance with established fees.
- B. Each building is required to have a metered service regardless of whether two buildings occupy the same lot or whether all the buildings are under a single ownership.
- C. Each unit in Shopping Centers is required to have a separate metered service.
- D. The District will provide and install a metered service to any one within the boundaries of the DISTRICT who makes the proper application for service, meets the conditions of all the applicable parts of the PARAGRAPH 1, SECTION II and pays the applicable fee as listed in PARAGRAPH 3, SECTION II.
- E. Metered service connections can only be provided those organizations or individuals whose property is directly adjacent to that portion of a street, dedicated right of way, or easement in which a water main is located.
- F. An easement from a "back" lot to the street in which a water main is located does not meet the conditions of PARAGRAPH 1, SECTION II and service will not be provided through an easement unless the water main itself is located in the same easement.
- G. Fire service connections will be provided without meters upon application and payment of the fees as established under PARAGRAPH 3, SECTION II.
- H. Any connection, metered or unmetered, to the District's lines requires the approval of the State Board of Health and the Jefferson County Board of Health. Since new construction requires a Building Permit and since a Building Permit can not be obtained without a Plumbing Permit from the Jefferson County Health Department, no effort is made to require proof of the Health Department approval on new construction. Applications for service to existing buildings not previously served by the District will be processed as new buildings except the service

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Louisville Extension Water District

PARAGRAPH 2 - SERVICE CONNECTION APPLICATIONS \* (Continued) SECTION II

E. The service remains in the name of the applicant until:

1. The District is notified in writing by the applicant to discontinue service in the applicant's name.
2. Or a new customer makes application for service and places on deposit with the District the necessary guaranty fee as established in PARAGRAPH 1, SECTION III.
3. Or the District's personnel note that the property is being used in a permanent or semi-permanent fashion not connected with the construction or alteration.

F. As the situations listed in PARAGRAPH 2E, SECTION II occurs the following actions are taken:

1. When the District receives written notice that the applicant desires the service in his name to be discontinued, the records are checked to see if an application has been received from a new customer for service at this address, this applicant is then closed out like any other customer who discontinues service except PARAGRAPH 2C, SECTION II shall apply to charges.
2. When a new customer makes application for service before the applicant for metered service has requested discontinuance, the service is terminated as any other service termination except PARAGRAPH 2C, SECTION II shall apply.
3. When the District's personnel determine that the premises are being used for any other purpose than construction and/or alteration a notice is left at the premises requesting the new customer to come to the office, sign up for customer service, and make the required guaranty deposit. This notice usually allows a maximum of five days for these

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PARAGRAPH 2 - SERVICE CONNECTION APPLICATIONS \* (Continued) SECTION II

processes. Failure to comply in the allotted time will result in discontinuance of service. In any case the account of the applicant for metered service is closed out as any other service termination except PARAGRAPH 2, SECTION II shall apply.

\* See APPENDIX II for copy of application for Metered Service Connection and meter location card.



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Louisville Extension Water District

PARAGRAPH 3 - SERVICE CONNECTIONS - SCHEDULE OF FEES

SECTION II

A. The fees charged and to be paid to the district in advance of installation by applicants for SERVICE CONNECTIONS shall be as follows:

1. Metered service connections

5/8"	\$ 75.00
1"	150.00
1 1/2"	300.00
2"	350.00

Larger than 2" Quoted on request

2. Fire service connections

(a) 6" un-metered service - no road crossing	\$ 600.00
(b) 6" un-metered service with road crossing	900.00
(c) 8" un-metered service - no road crossing	700.00
(d) 8" un-metered service with road crossing	1,200.00



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Louisville Extension Water District

PARAGRAPH 1 - CUSTOMER SERVICE - GENERAL CONDITIONS \* SECTION III

- A. All new customers are required to come to the office, sign an Application for Water Service and deposit a guaranty of \$6.00. This deposit is returned when the customer leaves the District if all bills are paid otherwise the final bill is deducted from the deposit and the balance is returned to the customer.
- B. Applications for Water Service are processed immediately and the service transferred to the new customer the same day unless directed otherwise. The District is prepared to render this service within the hour if necessary.
- C. The deposit of \$6.00 may be mailed into the District office if the proper information is forwarded with the guaranty deposit, although mailing in of deposits is discouraged. The information required of each applicant for Water Service is:
  - 1. Address - street and number where service is to be rendered and lot number if available.
  - 2. Landlord and/or owner of property.
  - 3. Previous address of prospective customer.
  - 4. Previous occupant of property.
- D. Before the Application for Water Service is accepted the District's records are thoroughly checked and if the applicant is indebted to the District in any way whatsoever regardless of the age of the indebtedness, service will not be rendered to the prospective customer until the previous indebtedness is paid.
- E. After the Application for Water Service is completed and/or accepted the customer is given one copy of the numbered application for water service as a receipt for his guaranty deposit. One copy is given to the Supervisor of Customer Relations and the original copy is retained in the Cashiers Office for rigid accounting for all guaranty deposits and balancing monthly. The prospective customer is notified

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Louisville Extension Water District

PARAGRAPH 1 - CUSTOMER SERVICE - GENERAL CONDITIONS \* (Continued) SECTION I II

that the customer or his representative must be on the premises when the service man turns the water on. An appointment will be made if necessary when some one can be on the premises. If it is impossible for the customer or his representative to be on the premises when the water is turned on, he (the customer) must sign a statement absolving the District of responsibility in the event of water damage. Even though a statement is signed, the customer is informed that the service will not be left on if the meter indicates water is running on the premises.

F. Transfer of service from one location to another within the District may be accomplished by telephone and is done by a Service Report without additional deposit guaranty except that a deposit guaranty must be made for each service connection regardless if one individual or organization owns or uses more than one metered service connection.

\* See APPENDIX III for a copy of Application for Water Service.

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Louisville Extension Water District

PARAGRAPH 2 - CUSTOMER SERVICE - RENDERING OF WATER BILLS \* SECTION III

- A. Meters are read monthly between the first and the twenty fifth of the month and bills are prepared all during the month from the meter readings. Every attempt is made to read the meters on the same date each month. If the meter cannot be read within five (5) days of the previous month's reading date, the reading is estimated at the minimum monthly charge and any correction made the succeeding month. Any time it is necessary to estimate a bill, the bill is stamped with a red notice indicating the meter reading is an estimated reading.
- B. All bills are mailed to the customer each month on the last working day of the month. Each bill contains the following information.
1. Present meter reading in 1,000 gallons
  2. Previous meter reading in 1,000 gallons
  3. Gallons used in 1,000 gallons
  4. Gross Sewer Bill (See PARAGRAPH 5, SECTION III)
  5. Net Sewer Bill (See PARAGRAPH 5, SECTION III)
  6. Gross Water Bill
  7. Net Water Bill
  8. Date Meter was read - "Service To"
  9. Name and Address of Customer Service
  10. Customer's Account Number
  11. Names and Addresses of Collecting Sub-stations
  12. On customers having used their "Courtesy Payment" a number which is the last digit in the year number in which the "Courtesy Payment" was used is placed near the customers address.

\* See APPENDIX IV for copy of bill.

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Louisville Extension Water District

PARAGRAPH 3 - CUSTOMER SERVICE - PAYMENT OF BILLS

SECTION III

- A. All bills become due when rendered. The Net Amount is payable from the first through the tenth of each month.
- B. The Gross Amount is due after the tenth of the month except that each customer is permitted to pay the net amount after the tenth of the month one time each calendar year. This is called a "Courtesy Payment". When this "Courtesy Payment" has been used a number which is the last digit of the calendar year in which the "Courtesy Payment" was used is cut into the addressograph plate which contains the address so that any one on seeing the bill will know when the "Courtesy Payment" is still to be allowed.
- C. Bills may be paid at the District office, by mail, by banking service or at any of the collecting substations listed on the water bill except that no bills may be paid after the tenth of the month at any collecting substation and no adjusted or corrected bill may be paid at a collecting substation.
- D. In payments made by mail, letters postmarked on the tenth of the month are accepted for the net bill regardless of the date received. The postmark on the envelope will govern in all cases of receipt by mail.
- E. In the event the tenth of the month comes on Saturday, Sunday, a holiday, or any day the District office is closed, the net bill may still be paid on the next working day. Bills received in envelopes postmarked the next working day will also be entitled to pay the net bill.
- F. In the event a customer sends an insufficient amount by mail to pay the bill as rendered, the check or money order is held, returned or given to the Customer Relations Department, the customer notified of the deficiency and the bill remains in the unpaid file subject to all the penalties of any other delinquent account.
- G. Overpayments by active customers are received and credited to the "Over Paid Accounts" account. Credits are issued and a copy of the Credit Memorandum forwarded to the Billing Department for deduction from the future bill and to be mailed with the succeeding bill. A copy of the Credit Memorandum is retained in the Cashier's office to check with

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Louisville Extension Water DistrictPARAGRAPH 3 - CUSTOMER SERVICE - PAYMENT OF BILLS (Continued) SECTION III

the next bill when it is tendered for payment. Credit Memorandums are balanced monthly.

- H. Overpayment of final bills or overpayments by inactive customers are credited to the "Over Paid Accounts" account and a check written immediately to the inactive customer for the overpayment. Over Paid Account checks are balanced monthly.
- I. Accounts not paid by the twentieth of the month are separated and reminder letters are mailed to all such delinquents. (See APPENDIX V for copy of TURN OFF letter.)
- J. After the 25th of the month or the date stated in the TURN OFF letter (in the event the 25th comes on Friday, Saturday or Sunday) service is discontinued to all delinquents. A \$2.00 fee is charged to resume service. This \$2.00 fee is charged after the date specified in the TURN OFF letter even if service has not been discontinued. No "Courtesy Payments" are allowed delinquents after the 25th. The second day after the date set for delinquent service discontinuance, all services that have been turned off are rechecked. If the service is turned back on or usage is indicated since the service was turned off, the meter is removed and an additional fee of \$2.00 is charged to resume service.
- K. Customers paying by check are reminded that checks returned by the customers bank unpaid cause the customers account to be unpaid and all the provisions of gross payment, and delinquent fees apply. A continuous file is maintained of returned checks and when a customer has three (3) returned checks in a one year period he is notified by letter that the District can not accept checks any more in payment of his account. Checks will be returned and the account retained in the unpaid file if checks are used in payment of the account after this letter has been written. (See APPENDIX VI for copy of letter.)

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Louisville Extension Water District

PARAGRAPH 4 - CUSTOMER SERVICE - RATE SCHEDULE

SECTION III

WATER RATES

5/8" METER

EFFECTIVE APRIL 1, 1964

GALLONS		COST
	4,000 (Minimum Bill)	\$3.00
Next	4,000	.60 per M
Next	12,000	.50 per M
Next	80,000	.40 per M
Next	100,000	.30 per M
Over	200,000	.25 per M
1" Meter	-	10,000 gals. min. \$ 6.40
1 1/2" Meter	-	17,000 gals. min. \$ 9.90
2" Meter	-	29,000 gals. min. \$15.00

Above figures include the 3% State Tax. A 25% penalty is added for payment after the tenth of the month.

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Louisville Extension Water District

PARAGRAPH 5 - CUSTOMER SERVICE - SEWER COLLECTIONS

SECTION III

- A. The District has contracted with and will continue to contract with various sewer organizations to collect the sewer charges of sewer operations within the boundaries of the District with the water bill. These charges are billed and collected with the water bill. Although the sewer charges are shown separately on the Customer's Receipt section of the bill, the water bill cannot be paid without the sewer charge is also paid. (See APPENDIX IV for copy of bill.)
- B. The District charges the sewer organization a fee for this collection service.
- C. All amounts collected for sewer operations are forwarded to the sewer organization by the fifteenth of the month following collection except that amount collected as usage tax which is forwarded to the Kentucky State Treasurer as required.



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APPENDIX I

c7-82

# CONTRACT

CONTRACT NO. \_\_\_\_\_

DATE \_\_\_\_\_

AMOUNT \$ \_\_\_\_\_

THIS AGREEMENT, made and entered into by and between the LOUISVILLE EXTENSION WATER DISTRICT OF JEFFERSON COUNTY, KENTUCKY, acting by and through its Board of Water Commissioners, party of the first part, (hereinafter referred to as the "District"), and \_\_\_\_\_

party of the second part, (hereinafter referred to as the "Builder"):

## WITNESSETH:

The Builder is the owner of a tract of land located \_\_\_\_\_

within the territorial limits of the Louisville Extension Water District. The Builder plans to construct houses on said property and desires to have the District furnish water services thereto. The District is willing and able to provide such services under the conditions hereinafter set forth.

NOW, THEREFORE, the District and the Builder do hereby agree as follows:

1. The District, through its duly authorized agents will prepare plans and specifications for the construction of water mains as specifically set forth in Paragraph 2. Plans and specifications for water mains will be in accordance with the requirements of the District and such other agencies as may have jurisdiction.
2. Prior to the commencement of construction of said mains by the District, the Builder will deposit with the District the sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_), for which the District agrees to construct or have constructed the following mains:

3. In consideration of the Builder's providing the District with funds for the construction of the water mains within the District to furnish water service to houses constructed or to be constructed, the District agrees that an amount equal to One Dollar (\$1.00) per water connection per month actually collected for each water service connected directly to the mains listed in Paragraph 2 will be considered and treated as funds belonging to the Builder, the District acting as agent for the Builder in the collection of such amount. Provided, however, that when the District has paid over to the Builder, out of such collections on his account of One Dollar (\$1.00) per connection per month, an amount equal to the total cost of the additions advanced to the District, as set forth in Paragraph 2 of this agreement, then the District shall have no further obligation of any nature whatsoever to pay any further sum to the Builder.

4. It is understood and agreed by the parties hereto that the District shall have no obligation to the Builder for interest charges of any kind and that all obligations of the District to the Builder will have been fully discharged when the District has repaid to the Builder the principal amount of the construction cost advanced to the District by the Builder.

5. The District shall not be obligated to pay the Builder any monies whatsoever except the sum of One Dollar (\$1.00) per connection per month from individual water users connected directly to the mains listed in Paragraph 2, as actually collected by the District, and the District shall incur no liability to the Builder by reason of its failure, for any cause, to collect from any water user so affected, since it is the intention of this agreement that the District is merely acting as agent for the Builder in paying over the agreed amounts out of collections actually made. The District will, however, be as diligent in collecting from all of the consumers affected by this agreement as from other consumers in the District. The District will pay all amounts collected on behalf of the Builder to him, between the fifteenth and thirtieth day of each second month, beginning two (2) months after the first collections have been made from consumers affected hereby.

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6. The District has contracted with the Louisville Water Company to convey to it, for prices agreed upon in a certain contract between said parties, any water mains and appurtenances which may be located in an area hereafter annexed by the City of Louisville. In the event of the sale of any of such mains and appurtenances to the Louisville Water Company, the District shall nevertheless have the right to continue to refund to the Builder amounts due under this contract at the rate of One Dollar (\$1.00) per customer per month, as hereinabove set forth. The Builder shall have no lien of any kind against any of the system so conveyed, and shall not, because of such sale, become entitled to payment in full for the mains and appurtenances sold, regardless of whether or not water is being furnished through such mains by the District or by the Louisville Water Company.

7. It is understood and agreed that the District shall have the right to extend the mains installed in accordance with plans prepared by the District without any obligation to pay any sum of money to the Builder or to perform any other act or service of value to the Builder in consideration thereof. The title to all installations of water mains and appurtenances constructed in accordance with this contract shall be in the District, and the Builder shall have no title thereto whatsoever. The District's agreement to make certain collections on behalf of the Builder shall be unsecured and shall in no way obligate the general funds of the District beyond the sums actually collected for the account of the Builder.

8. The District will separately account on its books for all monies collected as agent for the Builder, but will not maintain a separate bank account for such monies, which may be commingled with the general funds of the District.

9. The District will make all water connections to individual consumers who are to be connected directly to the main constructed in accordance with this contract at the rate per connection currently in force at the time the application for connection is made. None of the funds advanced by the Builder for the construction of the mains as set forth in Paragraph 2 of this contract shall include any of the cost for the connections as set forth in Paragraph 9. The District will read the meters of all such water users and will bill them at the regular rates charged to other consumers in the District.

10. All costs of operations and maintenance of the additions to the District's system constructed in accordance with this contract shall be borne by the District in the same manner as it bears other operating and maintenance costs within the District's territorial limits.

11. It is also agreed by both parties that this contract may be sold, transferred or assigned to other parties by the Builder provided said transfer or assignment is made in accordance with the regulations of the District and on forms supplied or approved by the District's duly authorized agents. Provided further that the Builder shall pay to the District the sum of Twenty Dollars (\$20.00) for the first contract and Ten Dollars (\$10.00) each for each additional contract included in any one assignment, transfer, or sale.

IN WITNESS WHEREOF, the Commission of the Louisville Extension Water District, acting by and through its Chairman and Secretary and as duly authorized by resolution, adopted February 26, 1951, and the Builder, either acting in person or through its duly authorized officers pursuant to authority granted to them by its Board of Directors, have executed this agreement the day and year first above written.

LOUISVILLE EXTENSION WATER DISTRICT  
OF JEFFERSON COUNTY, KENTUCKY

(SEAL)

ATTEST:

By \_\_\_\_\_  
Chairman, Board of Water Commissioners

\_\_\_\_\_  
Secretary, Board of Water Commissioners

BUILDER

By \_\_\_\_\_

# ASSIGNMENT OF CONTRACT

DATE \_\_\_\_\_

For and in consideration of a valuable consideration, the receipt of which is hereby acknowledged by \_\_\_\_\_ of

\_\_\_\_\_ (hereinafter referred to as the "Builder") does hereby sell, transfer and assign to \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ (hereinafter referred to as the "Assignee") all of (its) (his) right, title and interest in and to the following contract made and entered into by and between the Builder and the Louisville Extension Water District of Jefferson County, Kentucky, a municipal corporation organized and existing under the laws of the state of Kentucky, as follows, to wit:

CONTRACT NO.	DATED	TOTAL FOOTAGE	ORIGINAL AMOUNT	AMOUNT REFUNDED	BAL. TO BE REFUNDED
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This assignment of the foregoing contract by the Builder to the Assignee includes all right of the Builder to receive refunds of One Dollar (\$1.00) per customer per month actually collected from water consumers on the above described water line purchasing water from Louisville Extension Water District of Jefferson County, Kentucky, through water mains constructed with funds advanced to said Water District by the Builder.

Louisville Extension Water District of Jefferson County, Kentucky, acting by and through the Chairman and Secretary of its Commission, has executed this assignment for the purpose of acknowledging the same and of agreeing to accept as the payee to receive refunds hereafter to become due under said contract the Assignee hereinbefore listed in lieu of the Builder.

IN WITNESS WHEREOF, the Builder has executed this assignment and the Louisville Extension Water District has accepted this assignment the day and year first above written.

\_\_\_\_\_  
Builder

**LOUISVILLE EXTENSION WATER DISTRICT  
OF JEFFERSON COUNTY, KENTUCKY**

(SEAL)

ATTEST:

By \_\_\_\_\_  
Chairman

\_\_\_\_\_  
Secretary

