

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

POND CREEK WATER DISTRICT

OF

PIKE COUNTY, KENTUCKY

Rates, Rules and Regulations for Furnishing
WATER SERVICE

AT

Northeastern portion of Pike County, Kentucky encompassing the Pond

Creek Drainage Area and areas adjacent to the Tug Fork River including

the communities of Toler, Hardy, Belfry, Sharrondale, Huddy, Stone,

McAndrews, Pinson Fork, and McVeigh.

Filed with PUBLIC SERVICE COMMISSION OF
KENTUCKY

ISSUED August 22, 19 84

EFFECTIVE July 30, 19 84

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 30 1984

PURSUANT TO 807 KAR 011,
SECTION 10.1

BY: Jordan C Keel

ISSUED BY Pond Creek Water District
(Name of Utility)

BY Bill Fouch
Chairman

C9-87

Form for filing Rate Schedules

For Northeastern Portion of Pike County
Community, Town or City

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

P.S.C. NO. 1

Original SHEET NO. 1

CANCELLING P.S.C. NO. _____

SHEET NO. _____

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

			RATE PER UNIT
<u>Service Connection Fee Based on Meter Size for Metered Service</u>			
<u>Size of Connection</u>	<u>Service Connection Charge Prior to Advertisement for Construction</u>	<u>Service Connection Charge After Advertisement for Construction</u>	
5/8 x 3/4-Inch ¹	\$125.00	\$310.00	
1 - Inch	\$500.00	\$400.00 ²	
over 1 - Inch	-	Actual Cost of Construction ²	

¹District's standard service

²Non-standard service connection

PUBLIC SERVICE COMMISSION
OF KENTUCKY
OFFICE OF THE SECRETARY

JUL 30 1984

FOR THE SECRETARY

Jordan C. Keel

DATE OF ISSUE August 22, 1984

DATE EFFECTIVE July 30, 1984

ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

TITLE Chairman

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. 8979 dated July 30, 1984

C 9-87

Form for filing Rate Schedules

For Northeastern Portion of Pike County
Community, Town or City

P.S.C. NO. 1

Original SHEET NO. 2

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

RATE
PER UNIT

Connection and Installation Charge for a Special Service
An Individual Fire Hydrant

For each fire hydrant contracted for order by a City, County, State or Federal governmental agency or institution, private customer, private industry, or private institution, the connection and installation charge shall be \$1,380.00.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 30 1984

FORWARDED BY

Jordan Cheek

DATE OF ISSUE August 22, 1984

DATE EFFECTIVE July 30, 1984

ISSUED BY Bill Fouch
Name of Officer

TITLE Chairman

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. 8979 dated July 30, 1984

C9-87

Form for filing Rate Schedules

For Northeastern Portion of Pike County
Community, Town or City

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

P.S.C. NO. 1

Original SHEET NO. 3

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

		RATE PER UNIT
Existing Rates Utilized Until Segments of New System Are Completed and Providing Service		
<u>Monthly Rates by Meter Size</u>		
<u>Meter Size</u>	<u>Number of gallons of water per month</u>	<u>Monthly Rates</u>
5/8 x 3/4-Inch	First 2,000 gallons	\$10.00 Minimum Bill
	All Over 2,000 gallons	1.75 per 1,000 gal.
1-Inch	First 10,000 gallons	\$24.00 Minimum Bill
	All Over 10,000 gallons	1.75 per 1,000 gal.
2-Inch	First 50,000 gallons	\$94.00 Minimum Bill
	All Over 50,000 gallons	1.75 per 1,000 gal.
4-Inch	First 100,000 gallons	\$181.50 Minimum Bill
	All Over 100,000 gallons	1.75 per 1,000 gal.
6-Inch	First 150,000 gallons	\$269.00 Minimum Bill
	All Over 150,000 gallons	1.75 per 1,000 gal.
Per PSC Order No. 8621		
<p>PUBLIC SERVICE COMMISSION KENTUCKY CREATIVE</p> <p>JUL 30 1984</p> <p>RECEIVED TO GET THE BILL, 5:00 PM</p> <p><i>Jordan Chel</i></p>		

DATE OF ISSUE August 22, 1984

DATE EFFECTIVE April 8, 1983

ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

TITLE Chairman

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. 8979 dated July 30, 1984

C9-81

Form for filing Rate Schedules

For Northeastern Portion of Pike County
Community, Town or City

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

Name of Issuing Corporation

P.S.C. NO. 1

Original SHEET NO. 4

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

CLASSIFICATION OF SERVICE

		RATE PER UNIT																					
<u>Meter Rates for Monthly Water Usage¹</u>																							
First 2,000 gallons	\$12.00 Minimum Bill																						
Next 8,000 gallons	3.25 per 1,000 gallons																						
Next 10,000 gallons	3.00 per 1,000 gallons																						
Over 20,000 gallons	2.75 per 1,000 gallons																						
<p>¹Monthly meter readings to be read to the nearest ten gallons and the charge is calculated on a prorated basis.</p> <p>As per contract with the South Williamson Development Company, the following charges will be billed to users within the Southside Mall. These charges are not part of the District's rate structure but are based on water meter size.</p> <table border="0" style="width: 100%;"> <thead> <tr> <th style="text-align: left;"><u>Size of Meter</u></th> <th style="text-align: left;"><u>Monthly Charge</u></th> <th></th> </tr> </thead> <tbody> <tr> <td>5/8-inch</td> <td>\$11.30</td> <td></td> </tr> <tr> <td>3/4-inch</td> <td>\$15.05</td> <td></td> </tr> <tr> <td>1-inch</td> <td>\$33.88</td> <td></td> </tr> <tr> <td>1 1/2-inch</td> <td>\$60.27</td> <td></td> </tr> <tr> <td>2-inch</td> <td>\$80.30</td> <td></td> </tr> <tr> <td>3-inch</td> <td>\$125.47</td> <td></td> </tr> </tbody> </table>			<u>Size of Meter</u>	<u>Monthly Charge</u>		5/8-inch	\$11.30		3/4-inch	\$15.05		1-inch	\$33.88		1 1/2-inch	\$60.27		2-inch	\$80.30		3-inch	\$125.47	
<u>Size of Meter</u>	<u>Monthly Charge</u>																						
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<p>PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE</p> <p>JUL 30 1984</p> <p>PURSUANT TO 807 KAR 5:011, SECTION 9(2)</p> <p>BY: <u>Jordan C. Keel</u></p>																							

DATE OF ISSUE August 22, 1984

DATE EFFECTIVE July 30, 1984

ISSUED BY Bill Fouch
Name of Officer

TITLE Chairman

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. 8979 dated July 30, 1984

C 9-81

Form for filing Rate Schedules

For Northeastern Portion of Pike County
Community, Town or City

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

Name of Issuing Corporation

P.S.C. NO. 1

Original SHEET NO. 5

CANCELLING P.S.C. NO. _____

SHEET NO. _____

CLASSIFICATION OF SERVICE

	RATE PER UNIT
<p><u>Monthly Usage Charge for Special Service Through a Multi-Unit Master Meter</u></p> <p>For customers who have requested water service through a master meter for multi-unit service, the monthly charge shall be the larger of:</p> <ol style="list-style-type: none"> 1. The number of housing units times the minimum water charge per unit, based on the District's standard service meter minimum charge, or; 2. The amount based on the average gallons used per housing unit at the current rate schedule times the number of housing units in the multi-unit facility. 	

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 30 1984

PURSUANT TO 80/ KAR 5:011,
SECTION 9(1)

BY: Jordan Chae

DATE OF ISSUE August 22, 1984

DATE EFFECTIVE July 30, 1984

ISSUED BY Bill Fouch
Name of Officer

TITLE Chairman

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. 8979 dated July 30, 1984

C9-87

Form for filing Rate Schedules

For Northeastern Portion of Pike County
Community, Town or City

P.S.C. NO. 1

Original SHEET NO. 6

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

	RATE PER UNIT								
<p><u>Monthly Usage Charge for Special Service Sprinkle System or Fire Service Connection</u></p> <p>The monthly charge for each municipal, governmental, institutional, industrial or private connection to the water mains of the District used exclusively for fire protection purposes, based on the size of the respective connections, shall be as follows:</p> <table style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th style="text-align: left;"><u>Size of Connection</u></th> <th style="text-align: left;"><u>Monthly Charge for Usage</u></th> </tr> </thead> <tbody> <tr> <td>4-Inch</td> <td>\$12.50</td> </tr> <tr> <td>6-Inch</td> <td>\$25.00</td> </tr> <tr> <td>8-Inch</td> <td>\$50.00</td> </tr> </tbody> </table>	<u>Size of Connection</u>	<u>Monthly Charge for Usage</u>	4-Inch	\$12.50	6-Inch	\$25.00	8-Inch	\$50.00	
<u>Size of Connection</u>	<u>Monthly Charge for Usage</u>								
4-Inch	\$12.50								
6-Inch	\$25.00								
8-Inch	\$50.00								
<p>PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE</p> <p>JUL 30 1984</p> <p>PURSUANT TO 807 KAR 5:011, SECTION 9(1)</p> <p>BY: <u>Jordan C. Keel</u></p>									

DATE OF ISSUE August 22, 1984

DATE EFFECTIVE July 30, 1984

ISSUED BY Bill Fouch
Name of Officer

TITLE Chairman

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. 8979 dated July 30, 1984

C 9-81

Form for filing Rate Schedules

For Northeastern Portion of Pike County
Community, Town or City

P.S.C. NO. 1

Original SHEET NO. 7

CANCELLING P.S.C. NO. _____

_____ SHEET NO. _____

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

Name of Issuing Corporation

CLASSIFICATION OF SERVICE

Monthly Usage for Fire Hydrant

Monthly charges for each fire hydrant contracted for by a City, County, State or Federal Governmental Institution, private customer, private industry, or private institution to be used exclusively for fire protection shall be \$12.00.

No monthly charge shall be made for fire hydrants which are contracted for by a City, County, State or Federal Governmental Institution, private customer, private industry, or private institution where such hydrants are so located to be of general benefit to the residents of the area.

RATE
PER UNIT

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 30 1984

PURSUANT TO 307 KAR 5:011,
SECTION 9 (1)

BY Jordan C. Keel

DATE OF ISSUE August 22, 1984

DATE EFFECTIVE July 30, 1984

ISSUED BY Bill Fouch
Name of Officer

TITLE Chairman

Issued by authority of an Order of the Public Service Commission of Kentucky
in Case No. 8979 dated July 30, 1984

C9-87

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

Name of Issuing Corporation

P.S.C. NO. 1

Original SHEET NO. 8

CANCELLING P.S.C. NO. _____

SHEET NO. _____

CLASSIFICATION OF SERVICE

	RATE PER UNIT
<u>Purchased Water Adjustment Clause</u>	
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.	
1. Volume of water purchased for 12-month period ended _____ (which is within 3 months of effective date of suppliers' rate charge) ¹	_____ M gal.
2. Cost of new rates	\$. _____
3. Cost of base rate	\$. _____
4. Total charge in cost (Item 2 minus Item 3).	\$. _____
5. Volume sold for same period as in Item 1.	_____ M gal.
6. PWA per M gallons sold (Item 4 divided by Item 5)	_____ ¢

¹Item 1 cannot, for this computation table, exceed Item 5 divided by 0.85.

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 30 1984

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

DATE OF ISSUE August 22, 1984

DATE EFFECTIVE July 30, 1984

ISSUED BY Bill Fouch
Name of Officer

TITLE Chairman

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 8979 dated July 30, 1984.

C9-81

Form for filing Rate Schedules

For Northeastern Portion of Pike County
Community, Town or City

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

Name of Issuing Corporation

P.S.C. NO. 1

Original **SHEET NO.** 9

CANCELLING P.S.C. NO. _____

SHEET NO. _____

CLASSIFICATION OF SERVICE

	RATE PER UNIT
<u>Purchased Water Adjustment Clause (cont.)</u>	
In the event a refund is received from the supplier for amounts previously paid, the following tabulation 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 per 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 refunded.	
<p>PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE</p> <p>JUL 30 1984</p> <p>PURSUANT TO GOV KAR 5:011, SECTION 9 (1)</p> <p><i>Jordan Cheek</i></p>	

DATE OF ISSUE August 22, 1984

DATE EFFECTIVE July 30, 1984

ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

TITLE Chairman

Issued by authority of an Order of the Public Service Commission of Kentucky in Case No. 8979 dated July 30, 1984.

C9-87

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

RULES AND REGULATIONS

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

1. Scope

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

2. Revisions

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

JUL 30 1984
PURSUANT TO 607 KAR 5:011,
SECTION 9(1)
BY: Jordan C. Neal

DATE OF ISSUE August 22 1984 DATE EFFECTIVE July 30 1984
Month Day Year Month Day Year

ISSUED BY Bill Fouch Chairman P.O. Box 129, Belfry, KY 41514
Name of Officer Title Address
Bill Fouch

C9-87

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

RULES AND REGULATIONS

- A. By order of the Public Service Commission upon formal application by the DISTRICT, and after hearing as provided by commission regulation set forth in 807 KAR 5:011.
- B. By issuing and filing on at least twenty (20) days notice to the commission and the public all proposed changes in the Rules and Regulations, as provided by commission regulations set forth in 807 KAR 5:011.

3. Conflict

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

4. Application for Service

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

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

Should DISTRICT determine that service to requestor is available, each prospective customer desiring water

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 30 1984

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

BY: Jordan C. Keel

DATE OF ISSUE August 22 1984
Month Day Year

DATE EFFECTIVE July 30 1984
Month Day Year

ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

Chairman P.O. Box 129, Belfry, KY 41514
Title Address

C 9-87

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

RULES AND REGULATIONS

service shall be required to execute and sign the DISTRICT'S standard application for water service before service is supplied by the DISTRICT. Under Kentucky Public Service Commission Order, dated September 1, 1981, Case No. 8248, a 5/8" X 3/4" meter shall be "the standard customer service meter and should be installed at all points of service unless the customer provides sufficient justification for the installation of a larger meter."

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

5. Non-Standard Service

Each prospective customer requiring a non-standard service (i.e., other than a 5/8" X 3/4" meter) shall present to the DISTRICT sufficient justification for same. Insofar as prospective customer requirement may meet those non-standard service presently in effect by DISTRICT same may be applied. For 1-inch meters, a maximum of fifty (50) feet from the distribution main shall be allowed. If the distance is greater than fifty (50) feet, the customer shall be required to pay the cost of installing the pipe for the additional distance, as a contribution in aid of construction.

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 30 1984

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

BY: Jordan C. Neal

DATE OF ISSUE August 22 1984
Month Day Year

DATE EFFECTIVE July 30 1984
Month Day Year

ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

Chairman
Title

P.O. Box 129, Belfry, KY 41514
Address

C 9-81

P.S.C. Ky. No. 1

Original Sheet No. 13

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

Sheet No. _____

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

RULES AND REGULATIONS

6. Point of Delivery

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

7. Customer's Service Line

All service lines beyond the metering point should be installed of material consisting of copper, galvanized PVC pipe, or PE pipe with rating of not less than 200 psi. The size of service line beyond the point of delivery should not be less than 3/4". The District will not set a meter on the customer's service line at a point that does not deliver 30 psig at the meter.

Should a prospective customer desire a higher pressure due to his location or need, he may make provision for an individual pressure booster system. The manner of connection, location cross-connection protection and type is subject to approval by DISTRICT. The DISTRICT reserves the right to require discontinuance and disconnection should the private booster system have a detrimental effect on DISTRICT'S system.

8. Ownership of Mains, Services & Appurtenances

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE
JUL 30 1984

PURSUANT TO 207 KAR 5:011,
SECTION 9(1)

BY: Jordan Cheal

DATE OF ISSUE August 22 1984
Month Day Year

DATE EFFECTIVE July 30 1984
Month Day Year

ISSUED BY Bell Fouch
Name of Officer
Bill Fouch

Chairman P.O. Box 129, Belfry, KY 41514
Title Address

C 9-87

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

RULES AND REGULATIONS

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

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

9. Discontinuance of Service by DISTRICT

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

- A. Misrepresentation in the application or contract as to the property or fixtures to be supplied or additional use to be made of water.
- B. Failure to report to the DISTRICT additions to the property or fixtures to be supplied or additional use to be made of water.
- C. Resale of water.
- D. Waste or misuse of water due to improper or imperfect service pipes and/or failure to keep such pipes in a suitable state of repair.
- E. Tampering with meter, meter seal, service, or valves, or permitting such tampering by ~~others~~ **SERVICE COMMISSION OF KENTUCKY**
- F. Connection, cross-connection, or permitting ~~the same~~ **EFFECTIVE** of any separate water supply to premises which receive water from the DISTRICT.

JUL 30 1984

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

BY: Jordan C. Neal

DATE OF ISSUE	August	22	1984	DATE EFFECTIVE	July	30	1984
	Month	Day	Year		Month	Day	Year
ISSUED BY	<u>Bill Fouch</u>			Chairman	P.O. Box 129, Belfry, KY 41514		
	Name of Officer			Title	Address		
	Bill Fouch						

C9-87

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

RULES AND REGULATIONS

G. Non-payment of bills.

H. When a dangerous condition is found to exist on the customer's or applicant's premises, with reference to the continuation of water service, water service shall be cut off without notice or shall be refused, provided the DISTRICT shall notify the customer or applicant immediately of the reasons for the discontinuance or refusal and the corrective action to be taken by the applicant or customer before service can be restored.

10. Billing

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

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

All bills not paid on or before the past due date shall be deemed delinquent. When a bill has been delinquent for a period of twenty days, the DISTRICT shall serve a customer a written final notice of said delinquency, and of the intent of the DISTRICT to discontinue service ten

PURSUANT TO 607 KAR 5:011,
SECTION 3(1)

BY: Jordan Chel

DATE OF ISSUE August 22 1984
Month Day Year

DATE EFFECTIVE July 30 1984
Month Day Year

ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

Chairman
Title

P.O. Box 129, Belfry, KY 41514
Address

C-9-81

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

RULES AND REGULATIONS

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

11. Discontinuance of Service by Customer

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

12. Reconnection Fee

Where the water supply to the customer has been discontinued for non-payment of delinquent bills, a charge of

JUL 30 1984
PURSUANT TO 807 KAR 5:011,
SECTION 9 (1)

BY: Jordan Cheek

DATE OF ISSUE August 22 1984
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ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

Chairman
Title

P.O. Box 129, Belfry, KY 41514
Address

C 9-87

Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

RULES AND REGULATIONS

\$25.00 will be made for reconnection of water service, but the reconnection fee will not be made until all delinquent bills and other charges, if any, owed by the customer to the DISTRICT have been paid.

13. Deposit

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

14. Adjustment Relative to Erroneous Meter

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

- A. If the result of such tests shows an average error greater than 2% fast, the customer's bill for the period during which the meter error is known to have existed, shall be recomputed and the amount adjusted on the basis of the test. If the period during which the meter error existed cannot be determined, then

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

BY: Jordan C. Neel

DATE OF ISSUE August 22 1984
Month Day Year

DATE EFFECTIVE July 30 1984
Month Day Year

ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

Chairman P.O. Box 129, Belfry, KY 41514
Title Address

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Pond Creek Water District
P.O. Box 129
Belfry, Kentucky 41514

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the customer's bill shall be recomputed for one-half (1/2) of the elapsed time since the last previous test, but in no event to exceed 12 months; provided, however, that if time for the periodic test has overrun to the extent that 1/2 of the time elapsed since the last previous test exceeds 12 months, the refund shall be for the 12 months specified above, plus those months exceeding the periodic test period, provided, further, that such refund may be limited to the 12 month period if failure to make the periodic test was due to causes beyond the control of the DISTRICT.

- B. If the result of such tests shows an average error greater than 2% slow, the customer's bill for the period during which the meter error is known to have existed, shall be recomputed and the account adjusted on the basis of the test. If the period during which the meter error existed cannot be determined, then the customer's bill shall be recomputed for one-half (1/2) of the elapsed time since the last previous test, but in no event to exceed 12 months.
- C. If the result of such tests necessitates making a refund or back billing a customer, the customer shall be notified in writing of the percentage of error, fast or slow, the date(s) of testing, and the amount of charge or credit to be shown on the next bill of the customer.

15. Meters

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

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SECTION 9(1)

BY: Jordan Chel

DATE OF ISSUE August 22 1984
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Bill Fouch

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

16. Failure of Water Meter

Where a meter is found to be in error, the customer's bill will be adjusted in accordance with Public Service Commission Regulation 807 KAR 5:006, Section 9. Where a meter has ceased to register, the District will estimate the monthly bill of the customer for the month that the meter is replaced. The estimated bill will be based upon the previous six months' usage.

17. Right of Access

The customer must agree to permit the DISTRICT to lay, maintain, repair, or remove such water lines which is the property of the DISTRICT located on the customer's property with the right of ingress and egress over customer's property. The DISTRICT'S duly authorized representative and/or other duly authorized employee of the State Health Department bearing proper credentials and identification shall be permitted to enter upon all properties for the purpose of inspection, observation, measurement, sampling, and testing, in accordance with the provisions of these Rules and Regulations. SECTION 9 (1)

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18. Interruption of Service

The DISTRICT will use reasonable diligence in supplying water service, but shall not be liable for breach of contract in the event of, or for loss, injury, or damage

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	Name of Officer			Title	Address		
	Bill Fouch						

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to persons or property resulting from interruptions in service, excessive or inadequate water pressure, or otherwise unsatisfactory service, whether or not caused by negligence. The DISTRICT does hereby explicitly state that its system is one for rural domestic consumption and that its allowance of connections to its system for fire protection whether by design or implication is only for such benefit as said customer may be able to derive from such connection.

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

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

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

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SECTION 9(1)

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Name of Officer
Bill Fouch

Chairman P.O. Box 129, Belfry, KY 41514
Title Address

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19. Boilers and/or Pressure Vessels

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

20. Backflow Preventors

Special services and fire connection shall have backflow preventors of a type approved by the DISTRICT, installed at the cost of prospective customer.

21. Cross-Connection

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

22. Relocation of Water Facility

DISTRICT may, at the request of a customer or other person relocate, change or modify existing DISTRICT owned equipment, mains or appurtenances. ~~Same shall reimburse DISTRICT for such changes at actual cost including appropriate legal, administrative, engineering and overhead cost.~~ ^{PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE}

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 SECTION 9(1)

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Chairman P.O. Box 129, Belfry, KY 41514
 Title Address

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P.O. Box 129
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23. Damage to DISTRICT'S Water System

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

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

24. Additional Load

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

25. Notice of Trouble

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

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BY: Jordan Cheal

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ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

Chairman
Title

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P.O. Box 129
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26. Distribution Extensions

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

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

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

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

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

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Bill Fouch

Chairman P.O. Box 129, Belfry, KY 41514
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P.O. Box 129
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27. Complaints

Complaints may be made to the operator of the system whose decision may be appealed to the DISTRICT Commissioners. Such appeal shall be in writing within ten (10) days of date of decision by operator, stating the nature of the complaint and supporting evidence. Decisions of the DISTRICT'S Commissioners or operation may be brought before the Public Service Commission in accordance with 807 KAR 5:001 Section 11 and 12.

28. Sale of Water

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

29. Special Charges

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

- A. A charge of \$5.50 will be made for each check returned to the District by the bank.
- B. A charge of \$7.50 will be made to reread a meter at the customers request unless such reread reveals that the initial reading was erroneous. No charge shall be made if the initial reading was erroneous.

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BY:

Jordan Chell

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ISSUED BY

Bill Fouch
Name of Officer
Bill Fouch

Chairman
Title

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

30. Special User Agreements for Nonstandard Service

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

Agreement for Multi-Family Development,
Master Meter

Agreement for Multi-Family Development,
Units with Individual Meters

Agreement for Mobile Home Park Service,
Master Meter

Agreement for Mobile Home Park Service,
Sites with Individual Meters

Agreement for Special Service,
Fire Hydrant

Agreement for Special Service,
Sprinkler System and Fire Service Connection

Agreement for Special Service,
Nonstandard Size Meter

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Name of Officer
Bill Fouch

Chairman Title P.O. Box 129, Belfry, KY 41514
Address

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FOR Northeastern Portion of Pike County

P.S.C. Ky. No. 1

Original Sheet No. 26

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

Sheet No. _____

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

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SECTION 9(1)

BY: Jordan C Neel

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Name of Officer
Bill Fouch

Chairman
Title

P.O. Box 129, Belfry, KY 41514
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P.S.C. Ky. No. 1

Original Sheet No. 27

Cancelling P.S.C. Ky. No.

 Sheet No.

Pond Creek Water District
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APPENDIX A

WATER USER AGREEMENT
STANDARD METER SERVICE

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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PURSUANT TO 807 KAR 5:011,
SECTION 9(1)

BY: Jordan C. Keel

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ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

Chairman
Title

P.O. Box 129, Belfry, KY 41514
Address

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WATER USER AGREEMENT
STANDARD METER SERVICE

This agreement, dated this _____ day of _____, 19___, between _____, herein called "CUSTOMER", and Pond Creek Water District, Box 129, Belfry, Kentucky, herein called "DISTRICT";

WITNESSETH:

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

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

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

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

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

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

The CUSTOMER agrees to grant to the DISTRICT, its successors and assigns, a perpetual easement in, over, under and upon land owned by the CUSTOMER, with the right to erect, construct, install and lay, and thereafter use, inspect, maintain, replace, and remove water pipelines and appurtenant

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BY: Jordan C. Hill
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facilities, together with the right to utilize adjoining lands belonging to the CUSTOMER for the purpose of ingress to and egress from the said lands.

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

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

CUSTOMER
BY _____
TITLE _____

DISTRICT
BY _____
TITLE _____

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BY: Jordan Chae

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ISSUED BY Bill Fouch
Name of Officer

Chairman P.O. Box 129, Belfry, KY 41514
Title Address

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Pond Creek Water District
P.O. Box 129
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APPENDIX B

AGREEMENTS FOR SPECIAL SERVICE FORMS

Agreement for Multi-Family Development
with Master Meter Sheet 31

Agreement for Multi Family Development
with Individual Meters. Sheet 33

Agreement for Mobile Home Park Service
with Master Meter Sheet 35

Agreement for Mobile Home Park Service
with Individual Meters. Sheet 38

Agreement for Special Service
with Fire Hydrant Sheet 40

Agreement for Special Service
with Sprinkler System and Fire Service Connection Sheet 43

Agreement for Special Service
Non-Standard Size Meter Sheet 46

Agreement for Special Meter Service Sheet 48

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BY: Jordan Cheal

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Month Day Year

ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

Chairman P.O. Box 129, Belfry, KY 41514
Title Address

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AGREEMENT FOR MULTI-FAMILY DEVELOPMENT

MASTER METER

This agreement, dated this _____ day of _____, 19____, entered into between _____ whose address is _____ hereinafter called "OWNER", and the Pond Creek Water District, Box 129, Belfry, Kentucky 41514, hereinafter called "DISTRICT".

WITNESSETH:

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

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

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

1. DEVELOPER Agrees to:

- A. Obtain or show approval of the Kentucky Department of Human Resources of the Multi-Family Development Plan, showing the location and size of the proposed pipelines and appurtenances.
- B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT's existing or planned system or show proof that this has been done.
- C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Multi-Family Development area, which may be needed to tie into the existing DISTRICT's waterlines. This includes paralleling or replacing DISTRICT's waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Multi-Family Development area.
- D. Convey to the DISTRICT, fee and unencumbered title of any and all lines installed by the OWNER between the DISTRICT's main, to and including master meter.

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PURSUANT TO 307 KAR 5:011,
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By: Jordan Ouel
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- E. Pay to the DISTRICT the service connection fee as required by the governing body of the DISTRICT for the size meter requested by the OWNER.
- F. Maintain all lines and appurtenances from the master meter throughout the Multi-Family Development area.
- G. Pay the DISTRICT for water used, based on the larger of:
 - (1) The number of mobile home sites in the park times the minimum water charge per unit, based on a 5/8" X 3/4" meter minimum charge, or;
 - (2) The amount based on the average gallons used per housing unit at the current rate schedule times the number of housing units in the Multi-Family Development area.

2. DISTRICT Agrees to:

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

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 19____.

OWNER _____ POND CREEK WATER DISTRICT
 PUBLIC SERVICE COMMISSION
 DISTRICT OF KENTUCKY
 EFFECTIVE
 JUL 30 1984
 PURSUANT TO 307 KAR 5:011,
 SECTION 9(1)
 BY: Jordan Cheel

BY: _____ BY: _____
 TITLE CHAIRMAN

DATE OF ISSUE August 22 1984 DATE EFFECTIVE July 30 1984
 Month Day Year Month Day Year

ISSUED BY Bill Fouch Chairman P.O. Box 129, Belfry, KY 41514
 Name of Officer Title Address
 Bill Fouch

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AGREEMENT FOR MULTI-FAMILY DEVELOPMENT

UNITS WITH INDIVIDUAL METERS

This agreement, dated this _____ day of _____, 19____, entered into between _____ whose address is _____ hereinafter called "OWNER", and the Pond Creek Water District, Box 129, Belfry, Kentucky 41514, hereinafter called "DISTRICT".

WITNESSETH:

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

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

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

1. DEVELOPER Agrees to:

- A. Obtain or show approval of the Kentucky Department of Human Resources of the Multi-Family Development plan, showing the location and size of the proposed pipelines and appurtenances.
- B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT's existing or planned system or show proof that this has been done.
- C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Multi-Family Development area, which may be needed to tie into the existing DISTRICT's waterlines. This includes paralleling or replacing DISTRICT's waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Multi-Family Development area.
- D. Convey to the DISTRICT, fee and unencumbered to the pipeline distribution system and appurtenances installed by the DEVELOPER after the system is installed, tested and acceptable to the DISTRICT.

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BY: Jordan C. Neal
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E. Pay to the DISTRICT the service connection fee as required by the governing body of the DISTRICT.

2. DISTRICT Agrees to:

- A. Permit one one tap for each and every housing unit reached by the said pipeline distribution system within the trailer park and render water service to the housing unit in accordance with the regular schedule of rates for customers of the DISTRICT.
- B. Install one tap and meter for each water subscription contract purchased within a reasonable time after payment of the required fees for said water tap.
- C. Provide water service in accordance with the DISTRICT's By-Laws, Rules and Regulations, and Policies. Water service will be provided after the installation is complete and title to all lines and appurtenances between the DISTRICT's mains and the master meter is vested to the DISTRICT.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 19____.

OWNER _____ POND CREEK WATER DISTRICT _____

BY: _____ BY: _____
TITLE CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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BY: Jordan Cheel

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ISSUED BY Bill Fouch Chairman P.O. Box 129, Belfry, KY 41514
Name of Officer Title Address
Bill Fouch

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Original Sheet No. 34

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AGREEMENT FOR MOBILE HOME PARK SERVICE

MASTER METER

This agreement, dated this _____ day of _____, 19___, entered into between _____ whose address is _____ hereinafter called "OWNER", and the Pond Creek Water District, Box 129, Belfry, Kentucky 41514, hereinafter called "DISTRICT".

WITNESSETH:

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

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

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

1. DEVELOPER Agrees to:

- A. Obtain or show approval of the Kentucky Department of Human Resources of the Mobile Home Park plant, showing the location and size of the proposed pipelines and appurtenances.
- B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT's existing or planned system or show proof that this has been done.
- C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Mobile Home Park, which may be needed to tie into the existing DISTRICT's waterlines. This includes paralleling or replacing DISTRICT's waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Mobile Home Park.
- D. Convey to the DISTRICT, fee and unencumbered title of any and all lines installed by the OWNER between the DISTRICT's main, to and including master meter.

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BY: Jordan Chel

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- E. Pay to the DISTRICT the service connection fee as required by the governing body of the DISTRICT for the size meter requested by the OWNER.
- F. Maintain all lines and appurtenances from the master meter throughout the Mobile Home Park.
- G. Pay the DISTRICT for water used, based on the larger of:
 - (1) The number of mobile home sites in the park times the minimum water charge per unit, based on a 5/8" X 3/4" meter minimum charge, or;
 - (2) The amount based on the average gallons used per mobile home site at the current rate schedule times the number of mobile home sites in the park.

2. DISTRICT Agrees to:

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

3. It is further understood and agreed that the DISTRICT has entered into a loan agreement with the Farmers Home Administration, U.S. Department of Agriculture, for financing the construction of its central water system and the DISTRICT's obligations hereunder are contingent on its obtaining or having obtained said financing.

PUBLIC SERVICE COMMISSION
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SECTION 9(1)

BY: Jordan C. Neel

PSC Ky. No. 1

Original Sheet No. 36

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IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 19__.

OWNER _____ POND CREEK WATER DISTRICT _____

BY: _____ BY: _____
TITLE CHAIRMAN

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 30 1984

PURSUANT TO 307 KAR 5:011,
SECTION 9(1)

BY: Jordan C. Neal

DATE OF ISSUE August 22 1984
Month Day Year

DATE EFFECTIVE July 30 1984
Month Day Year

ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

Chairman P.O. Box 129, Belfry, KY 41514
Title Address

PSC Ky. No. 1
Original Sheet No. 37

C 9-81

AGREEMENT FOR MOBILE HOME PARK SERVICE

SITES WITH INDIVIDUAL METERS

This agreement, dated this _____ day of _____, 19____, entered into between _____ whose address is _____, hereinafter called "OWNER", and POND CREEK WATER DISTRICT, hereinafter called "DISTRICT";

WITNESSETH:

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

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

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

1. OWNER Agrees to:

- A. Obtain or show the approval of the Kentucky Department of Human Resources of the Mobile Home Park plant, showing the location and size of the proposed pipelines and appurtenances.
- B. Install the pipelines and appurtenances in accordance with specifications of the DISTRICT's existing or planned system or show proof that this has been done.
- C. Pay all costs of materials and installation of the proposed lines, including any lines and appurtenances outside the Mobile Home Park, which may be needed to tie into the existing DISTRICT's waterlines. This includes paralleling or replacing DISTRICT's waterlines in order to tie into a main line of sufficient size to provide an adequate amount of water within the Mobile Home Park.
- D. Convey to the DISTRICT, fee and unencumbered title to the pipeline distribution system and appurtenances installed by the OWNER after the system is installed, tested, and acceptable to the DISTRICT.

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

BY: Jordan C. Keel

PSC Ky. No. 1

Original Sheet No. 38

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E. Pay to the DISTRICT the service connection fees for each service fee, as required by the governing body of the DISTRICT.

2. DISTRICT Agrees to:

A. Permit one tap for each and every mobile home site reached by the said pipeline distribution system within the Mobile Home Park, and render water service to the mobile homes in accordance with the regular schedule of rates for customers of the DISTRICT.

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

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

3. It is further understood and agreed that the DISTRICT has entered into a loan agreement with the Farmers Home Administrations, U.S. Department of Agriculture, for financing the construction of its central water system and the DISTRICT's obligations hereunder are contingent on its obtaining or having obtained said financing.

IN WITNESS WHEREOF, we have executed this agreement this ____ day of _____, 19__.

OWNER _____ POND CREEK WATER DISTRICT

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

BY: _____
TITLE _____ CHAIRMAN

JUL 30 1984

PURSUANT TO 307 KAR 5:011,
SECTION 9 (1)

BY: Jordan Cheel

DATE OF ISSUE August 22 1984
Month Day Year

DATE EFFECTIVE July 30 1984
Month Day Year

ISSUED BY Bill Fouch Chairman P.O. Box 129, Belfry, KY 41514
Name of Officer Title Address

Bill Fouch

PSC Ky. No. 1

Original Sheet No. 39

C 9-87

AGREEMENT FOR SPECIAL SERVICE

FIRE HYDRANT

This agreement, entered into between _____,
whose address is _____ herein-
after called "USER" and the Pond Creek Water District, Box
129, Belfry, Kentucky 41514, hereinafter called "SUPPLIER";

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

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

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

1. USER Agrees to:

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

PUBLIC SERVICE COMMISSION
OF KENTUCKY
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SECTION 9(1)

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BY: Jordan Cheel

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- E. Pay all costs of materials and installation of the proposed service lines including any lines and appurtenances outside USER'S property which may be needed to tie into the existing SUPPLIER'S waterlines. This includes paralleling or replacing SUPPLIER'S waterlines in order to tie into a main line of sufficient size to provide adequate design pressure and volume at the point of connection to SUPPLIER'S main line.
- F. Make provision for payment to tap fees and annual service charges to the SUPPLIER.
- G. Convey to the SUPPLIER fee and unencumbered title to the pipeline distribution system and appurtenances installed by the USER between the SUPPLIER main, to and including main valve pit.
- H. Pay the SUPPLIER for services and potential services rendered the USER, as a result of USER having available such water, as currently available when needed by being connected to SUPPLIER'S lines, a fee as hereinafter set out. It is mutually agreed and understood that fee stated hereinafter is for one (1) service tap only and any additional tap or service for USER'S property or facility will be contracted for by execution of a separate agreement.

Size of Service _____ Rate/Annum _____

Service Connection Fee _____

- I. USER agrees to indemnify and hold harmless any claim for damages toward the SUPPLIER for any loss suffered by the USER because of nonavailability of water, loss of pressure, reduced flow, or any other act, omission or responsibility of/by the SUPPLIER.

2. SUPPLIER Agrees to:

- A. Permit a valve pit at a point adjacent or near the USER'S facility.
- B. Provide water service in accordance with the SUPPLIER'S By-laws, Rules and Regulations, and Policies.
- C. Water service will be provided after the installation is complete and title to all mains, and appurtenances between the SUPPLIER'S mains, and

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BY: Jordan Cheel

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including the valve pit is vested to the SUPPLIER. It is mutually agreed and understood that if service is dependant on extension or construction of a new main by SUPPLIER, that service by SUPPLIER will not be available until such construction is complete.

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

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 1984.

WITNESS:

_____ Water User

ATTEST:

_____ PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE Pond Creek Water District

BY: _____

JUL 30 1984

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

BY: Jordan C Neel

_____ Title

DATE OF ISSUE August 22 1984
Month Day Year

DATE EFFECTIVE July 30 1984
Month Day Year

ISSUED BY Bill Fouch
Name of Officer
Bill Fouch

Chairman P.O. Box 129, Belfry, KY 41514
Title Address

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Original Sheet No. 42

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AGREEMENT FOR SPECIAL SERVICE

SPRINKLER SYSTEM AND FIRE SERVICE CONNECTION

This agreement, entered into between _____,
whose address is _____ herein-
after called "USER" and the Pond Creek Water District, Box
129, Belfry, Kentucky 41514, hereinafter called "SUPPLIER";

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

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

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

1. USER Agrees to:

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

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Jordan Chel

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- E. Pay all costs of materials and installation of the proposed service lines including any lines and appurtenances outside USER'S property which may be needed to tie into the existing SUPPLIER'S waterlines. This includes paralleling or replacing SUPPLIER'S waterlines in order to tie into a main line of sufficient size to provide adequate design pressure and volume at the point of connection to SUPPLIER'S main line.
- F. Make provision for payment to tap fees and annual service charges to the SUPPLIER.
- G. Convey to the SUPPLIER fee and unencumbered title to the pipeline distributionsystem and appurtenances installed by the USER between the SUPPLIER main, to and including main valve pit.
- H. Pay the SUPPLIER for services and potential services rendered the USER, as a result of USER having available such water, as currently available when needed by being connected to SUPPLIER'S lines, a fee as hereinafter set out. It is mutually agreed and understood that fee stated hereinafter is for one (1) service tap only and any additional tap or service for USER'S property or facility will be contracted for by execution of a separate agreement.

Size of Service _____ Rate/Annum _____

Service Connection Fee _____

- I. USER agrees to indemnify and hold harmless any claim for damages toward the SUPPLIER for any loss suffered by the USER because of nonavailability of water, loss of pressure, reduced flow, or any other act, omission or responsibility of/by the SUPPLIER.

2. SUPPLIER Agrees to:

- A. Permit a valve pit at a point adjacent or near the USER'S facility.
- B. Provide water service in accordance with the SUPPLIER'S By-laws, Rules and Regulations, and Policies.
- C. Water service will be provided after the installation is complete and title to all lines and appurtenances between the SUPPLIER'S mains, and including the valve pit is vested to the SUPPLIER.

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BY: Jordan C. Keel

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It is mutually agreed and understood that if service is dependant on extension or construction of a new main by SUPPLIER, that service by SUPPLIER will not be available until such construction is complete.

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

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 1984.

WITNESS:

_____ Water User

ATTEST:

_____ PUBLIC SERVICE COMMISSION OF KENTUCKY EFFECTIVE Pond Creek Water District

JUL 30 1984

BY: _____

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

_____ Title

DATE OF ISSUE August 22 1984 DATE EFFECTIVE July 30 1984
Month Day Year Month Day Year

ISSUED BY Bill Fouch Chairman P.O. Box 129, Belfry, KY 41514
Name of Officer Title Address
Bill Fouch PSC Ky. No. 1
Original Sheet No. 45

C9-87

AGREEMENT FOR SPECIAL SERVICE
NON-STANDARD SIZE METER

This agreement, dated this _____ day of _____, 19____, between _____, herein called "CUSTOMER", and the Pond Creek Water District, hereinafter called "DISTRICT";

WITNESSETH:

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

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

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

1. CUSTOMER Agrees to:

- A. Take the necessary action to have the Special Service Connection approved by the appropriate County, City, Kentucky Department of Public Health, and Department of Building and Construction, where applicable a plan showing the location and size of the proposed pipelines and appurtenances, as well as cross-connection protection.
- B. Install the pipelines and appurtenances in accordance with approved plans and specifications from CUSTOMER'S premises to DISTRICT'S meter.
- C. Pay all costs of materials and installation of the proposed lines which may be needed to tie into the DISTRICT'S meter.
- D. Pay to the DISTRICT the service connection fee and meter deposit, as required by the governing body of the DISTRICT, the size meter and service connection fee agreed by CUSTOMER and DISTRICT is as follows:

METER SIZE _____ SERVICE CONNECTION ON FEE \$ _____
PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

SERVICE LOCATION _____

JUL 30 1984

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Original Sheet No. 46

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SECTION 9(1)

Jordan Cheel

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2. DISTRICT Agrees to:

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

CUSTOMER _____ DISTRICT _____
BY: _____ BY: _____
TITLE _____ CHAIRMAN _____

PUBLIC SERVICE COMMISSION
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PURSUANT TO 80/ KAR 5:011,
SECTION 9(1)

BY: Jordan C. Neal

DATE OF ISSUE August 22 1984 DATE EFFECTIVE July 30 1984
Month Day Year Month Day Year

ISSUED BY Bill Fouch Chairman P.O. Box 129, Belfry, KY 41514
Name of Officer Title Address
Bill Fouch

PSC Ky. No. 1
Original Sheet No. 47

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POND CREEK WATER DISTRICT
WATER USER AGREEMENT
FOR SPECIAL METER SERVICE

This Agreement entered into between _____
_____, whose address is _____

hereinafter called "USER", and the Pond Creek Water District,
Box 129, Belfry, Kentucky 41514, hereinafter called
"SUPPLIER".

WHEREAS, the USER desires to purchase water from the
supplier, the USER hereby enters into this water user's
agreement as required by the Bylaws of the SUPPLIER.

NOW THEREFORE, in consideration of the mutual covenants,
promises, and agreements herein contained, it is hereby
understood and agreed by the parties hereto as follows:

The SUPPLIER shall furnish, subject to the limitations
set out in it's Bylaws, Rules and Regulations now in force or
as hereafter amended, such quantity of water as the USER may
desire in connection with the property to be served by this
Agreement. The property to be served is a _____
located on _____. The mailing address
is _____. This Agreement is
not transferable to another location.

The USER shall install and maintain, at his own expense,
a service line which shall begin at the meter and extend to
the dwelling or place of use. The location of the water
meter on the property will be determined by the SUPPLIER.
The SUPPLIER shall purchase and install a cutoff valve and a
water meter. The SUPPLIER shall have exclusive right to use
such cutoff valve and water meter.

The USER shall connect his service line to the water
distribution system and shall commence to use water from the
system on the date the water is available to him. WATER
CHARGES TO THE USER WILL COMMENCE ON THE DATE SERVICE IS MADE
AVAILABLE BY THE SUPPLIER, REGARDLESS OF WHETHER THE USER IS
CONNECTED TO THE SYSTEM.

The USER agrees to pay a service connection fee of
\$ _____ to the SUPPLIER. If the water system is constructed,
but the property covered by this agreement is not reached by
the SUPPLIER'S water line, the connection fee will be fully
refunded to the USER. Construction of water lines to serve
the property covered under this agreement depends upon
feasibility, availability of funds for construction and
approval of all local, state and federal agencies having
jurisdiction over this type of facility. THE SUPPLIER DOES
NOT GUARANTEE WATER SERVICE WILL BE MADE AVAILABLE TO THE
USER.

KENTUCKY PUBLIC SERVICE COMMISSION
OF KENTUCKY
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SECTION 9(1)
BY: Jordan Chel
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The USER agrees to comply with and be bound by the Article, Bylaws, Rules and Regulations of the SUPPLIER, now in force or as hereafter duly and legally supplemented, amended or changed. The USER agrees to pay for water at such rates, time and place as shall be determined by the Kentucky Public Service Commission, and agrees to the imposition of such penalties for noncompliance as are now set out in the SUPPLIER'S Bylaws, Rules and Regulations, or which have been or hereafter be adopted and imposed by the SUPPLIER.

In the event the USER shall breach this agreement by refusing or failing, without just cause, to connect his service line to SUPPLIER'S distribution system as set forth above, the USER agrees to pay the SUPPLIER a lump sum of THREE HUNDRED DOLLARS (\$300) as liquidated damage. It is expressly understood and agreed by the parties hereto that the said amount is agreed upon as liquidated damages, in that a breach by the USER in either of the respects set forth above would cause serious and substantial damages to the SUPPLIER, and it would be difficult, if not impossible, to prove the amount of such damages. The parties hereto have computed, estimated, and agreed upon said sum in an attempt to make a reasonable forecast of probable actual loss because of the difficulty of estimating with exactness the resulting damages.

The SUPPLIER shall determine the allocation of water to the USER in the event of a water shortage, and may shut off water to the USER if he allows a connection or extension to be made of his service line for the purpose of supplying water to another party. In the event the total water supply shall be insufficient to meet all the needs of the users, or in the event there is a shortage of water, the SUPPLIER may prorate the water available among the various users on such basis as is deemed equitable by the GOVERNING BODY, and if at any time the total water supply shall be insufficient to meet all the needs of all the users, the SUPPLIER must first satisfy all of the needs of all of the users for domestic purposes before supplying any water for livestock purposes and must satisfy all the needs of all users for both domestic and livestock purposes before supplying any water for garden purposes.

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

The failure of the USER to pay water charges duly imposed shall result in the automatic imposition of the following penalties:

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BY: Jordan Cheel

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1. Nonpayment within ten days from the due date will be subject to a penalty of 10 percent of the delinquent account.

2. Nonpayment within thirty days from the due date will result in the water being shut off from the USER'S property.

3. In the event it becomes necessary for the SUPPLIER to shut off the water from the USER'S property, a fee of \$25.00 will be charged for a reconnection of the service.

It is understood and agreed that the SUPPLIER reserves the right to determine the size of service connection to be used to supply water to the USER. A _____ be used.

IN WITNESS WHEREOF, we have executed this agreement this _____ day of _____, 1983.

WITNESS:

(Water User)

(Water User's Spouse)

ATTEST: POND CREEK WATER DISTRICT

By _____

(Title)

PUBLIC SERVICE COMMISSION
OF KENTUCKY
EFFECTIVE

JUL 30 1984

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

BY: Jordan Cheal

DATE OF ISSUE August 22 1984
Month Day Year

DATE EFFECTIVE July 30 1984
Month Day Year

ISSUED BY Bill Fouch Chairman P.O. Box 129, Belfry, KY 41514
Name of Officer Title Address

Bill Fouch

PSC Ky. No. 1

Original Sheet No. 50

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