

PSC KY NO. 1

4th Revised SHEET NO. 1

CANCELLING PSC KY NO. 1

3rd Revised SHEET NO. 1

**Bluegrass Water Utility Operating Company, LLC**

SEWER SERVICE in entire service area

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**Tariff Contents**

<u>TITLE</u>	<u>SHEET NUMBER</u>	
Tariff Contents .....	1-1.1	
Territory Served.....	1.2	
Rates and Charges .....	1.3-10.4	
Residential (RS) and Commercial Flat Rate (CF) Service monthly rates .....	1.3	(T)
RS and CF service non-recurring charges.....	1.4	(T)
<i>(reserved for future use)</i> .....	2-3.1	(T)
Delaplain Service Area monthly rates & non-recurring charges.....	3.2	
Equestrian Woods Subdivision monthly rates & non-recurring charge.....	3.3	
Herrington Haven Subdivision monthly rates & non-recurring charge .....	3.4	
<i>(reserved for future use)</i> .....	4-10.3	(T)
Woodland Acres Subdivision.....	10.4	
Woodland Estates Subdivision ( <i>see</i> Herrington Haven) .....	3.4	
 Rules and Regulations		
<u>Residential Rules and Regulations</u> .....	11-17	
Definitions.....	11-12	
Substances not to be discharged into sewers.....	12	
Grease, Oil and Sand Traps.....	13	
Service Pipe Connections.....	13-14	
Protection by Consumers .....	14	
Notice of Trouble .....	14	
Maintenance Connections .....	15	
Line Relocation .....	15	
Easements.....	15	
Discontinuance of Service.....	16	
Billing, Collection and Penalties .....	16	
Deposits.....	16	
Liability of Company .....	17	
Approval of Rules and Regulations .....	17	

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TITLE: Bluegrass Water UOC, President

BY AUTHORITY OF THE PUBLIC SERVICE COMMISSION  
ORDER IN CASE NO. 2020-00290 DATED August 2, 2021

**Bluegrass Water Utility Operating Company, LLC**

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**CLASSIFICATION OF SERVICE – Residential (RS) (N)**

Applicable to all customers for residential use throughout the service area (see Tariff Sheet No. 1.2), except in Equestrian Woods, Herrington Haven and Woodland Estates, and Woodland Acres Subdivisions and in the area at the interchange of I-75 and Delaplain Road in Scott County, Kentucky. Service is provided at a flat monthly rate per dwelling unit, whether to a stand-alone residence, duplex unit, or any other multi-unit building, and regardless of whether water utility service is provided to the unit through an individual water meter. (N)

Single Residential service is available to any dwelling/residence with an independent water service line and independent sewer lateral line (including Y-shaped sewer lateral line connections). (N)

Multi Residential service is available to any dwelling/residence with a shared water service line or shared sewer lateral line excluding Y-shaped lateral line connections (N)

Single Residential Rate (per dwelling unit): \$85.97 per month (I)

Multi Residential Rate (per dwelling unit): \$64.48 per month (I)

**CLASSIFICATION OF SERVICE – Commercial, flat-rate (CF) (N)**

Applicable throughout the service area (see Tariff Sheet No. 1.2) except the Equestrian Woods, Herrington Haven and Woodland Estates, and Woodland Acres Subdivisions and the area at the interchange of I-75 and Delaplain Road in Scott County, Kentucky. Service is available for non-residential use, and is provided to a non-residential customer with an independent water service line or an independent sewer lateral line. Service is provided at a flat monthly rate per connection, regardless of whether water utility service is provided to the unit through an individual water meter. (N)

Commercial Flat Rate (per connection): \$214.93 per month (I)

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

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NON-RECURRING CHARGES — RS and CF service (T)

Applicable in the same parts of the service area to which the RS and CF Classifications of Service are applicable (see Tariff Sheet Nos. 1.2 and 1.3)

New Service Connection Fee		(T)
Arcadia Pines	\$500.00	
Marshall Ridge	\$500.00	
Great Oaks Subdivision	\$750.00	
Golden Acres Subdivision	\$250.00	
Randview		
Duplex	\$1500.00	
All other	\$950.00	
Late Payment Penalty	\$0.00	(R*)
Return Check Fee	\$0.00	(R*)
Termination/Reconnection Fees	\$0.00	(R*)
Field Collection Fee	\$0.00	(R*)

\* Zero amount represents a reduction for some parts of the applicable service area and no change for the other parts. (T)  
(T)

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**Bluegrass Water Utility Operating Company, LLC**

SEWER SERVICE in entire service area

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RESERVED FOR FUTURE USE

(T)

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SEWER SERVICE in entire service area

**RULES AND REGULATIONS**

This schedule of Rules and Regulations governs the furnishing of sewage service by the Bluegrass Water Utility Operating Company, LLC (hereinafter referred to as Bluegrass Water UOC) and applies to all service received from Bluegrass Water UOC. All Rules and Regulations are to be in effect so long as they are not in conflict with the rules and regulations of the Public Service Commission. Bluegrass Water UOC is further subject to all Rules and Regulations of the Public Service Commission.

The Rules and Regulations contained in this tariff apply in the service territory of Bluegrass Water UOC (see Tariff Sheet No. 1.2).

The Residential Rules and Regulations (Tariff Sheets 11-26) apply to the furnishing of sewage service by Bluegrass Water UOC (a) for residential users throughout the service territory and (b) for all other users in the service territory other than in the Delaplain service area. They also apply to the furnishing of non-residential service in the Delaplain service area to the extent not inconsistent with, or governed by, a more specific provision in the Industrial/Commercial Rules and Regulations (Tariff Sheets 27-59). (T)

**Residential Rules and Regulations**

**DEFINITIONS**

“Customer” shall mean any person, firm, corporation, or municipality that discharges to the Bluegrass Water UOC sewer system pursuant to these Rules and Regulations.

“Company” shall mean Bluegrass Water UOC acting through its officers, managers, or other duly authorized employees or agents.

“Customer’s service line” is the service lateral from the main collection line to the premises served.

“Commission” shall mean the Kentucky Public Service Commission.

“Domestic Waste” means the waste from residential users and from the sanitary conveniences of dwellings, commercial buildings, industrial facilities, and institutions.

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“Pretreatment” means the reduction of the amounts of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater to a less harmful state by application of physical, chemical or biological processes or process changes prior to or in lieu of discharging or otherwise introducing such pollutants into a public sewer.

“Sanitary Sewer” means a sewer which is intended to convey only domestic waste and commercial and industrial wastes not specifically prohibited or restricted by these Regulations.

“Sewer” means a pipe or conduit for conveying wastewater.

“Shall” – is mandatory; “may” is permissive. (T)

“Storm Sewer” means a sewer which is intended to convey only storm waters, surface runoff, street wash waters and drainage, and which is not a part of the wastewater sewer system.

“Treatment Works” means any devices and systems owned by Bluegrass Water UOC in the conveyance, storage, treatment, recycling and reclamation of sewage or liquid industrial wastes including interceptor sewers, outfall sewers, sewage collection systems, pumping, power, and other equipment and appurtenances; extensions, improvements, remodeling, additions and alterations thereof; and any works, including the land that will be an integral part of the treatment process or is used for preventing, abating, reducing, storing, treating, separating or disposing of waste, or industrial waste. (T)

**SUBSTANCES NOT TO BE DISCHARGED INTO SEWERS**

No substances shall be placed into the sanitary sewer system which will create a combustible, gaseous, explosive or inflammable condition nor shall any substances or objects be placed or discharged into the system which will not dissolve and which will thus cause an obstruction and clogging within the system. No petroleum products shall be placed or discharged into the system. No substance which might be harmful to the sewage treatment process or receiving stream shall be discharged in the system.

No person shall discharge or cause to be discharged any storm water, surface water, and groundwater or roof runoff to any sewer. (T)  
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The discharge of any wastewater into the sewer system by any person is unlawful except in compliance with the provisions set forth in this tariff, and any more stringent State or Federal Standards.

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**GREASE OIL AND SAND TRAPS**

Bluegrass Water UOC may require pretreatment for certain types of discharge that could be harmful to the collection and/or treatment system. All restaurants, food service establishments and other commercial oil and grease generators shall provide grease and/or oil interceptor (or trap) for the proper handling of liquid wastes containing floatable grease in excessive amounts, or any flammable wastes, sand, or other harmful ingredients. In the maintaining of these interceptors the owner shall be responsible for the proper removal and disposal by appropriate means of the captured material and shall maintain records with the dates and means of disposal. Interceptors or traps will not be required for private living quarters of dwelling units.

All interceptors or traps shall be of a type and capacity approved by the Kentucky Department for Natural Resources and Environmental Protection and Kentucky Department of Housing, Buildings and Construction, and shall be located so as to be readily and easily accessible for cleaning and inspection. They shall be constructed of impervious materials capable of withstanding abrupt and extreme changes in temperatures and shall be of substantial construction, gastight, watertight, and equipped with easily removable covers.

All grease, oil and sand interceptors or traps shall be maintained by the user at his expense, in continuously efficient operation at all times. Bluegrass Water UOC may require an establishment to have interceptors or traps cleaned on a regular basis. Bluegrass Water UOC may reject potentially harmful wastes or may require control over the quantities and rates of discharge.

Approval of proposed facilities or equipment by the Kentucky Department of Natural Resources and Environmental Protection and Kentucky Department of Housing, Buildings and Construction, does not in any way guarantee that these facilities or equipment will function in the manner described by their constructor (T) or manufacturer, nor shall it relieve a person, firm or corporation of the responsibility of enlarging or otherwise modifying such facilities to accomplish the intended purpose.

**SERVICE PIPE CONNECTIONS**

Bluegrass Water UOC shall install and maintain that portion of the service pipe from the main to the boundary line of the easement, public road, or street, under which such main may be located. Bluegrass Water UOC is not responsible for extending a service main to serve additional properties.

No unauthorized person shall uncover, make any connections with, use, alter, or disturb any public sewer. Illegal or unauthorized connections shall be terminated immediately.

A separate and independent building sewer shall be provided for every structure.

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**Bluegrass Water Utility Operating Company, LLC**

SEWER SERVICE in entire service area

All plumbing work done in connection with Customer service line fixtures connected with Bluegrass Water UOC mains shall be submitted for the inspection by Bluegrass Water UOC before such underground work is covered up. Whenever the Bluegrass Water UOC determines that a job of plumbing is obviously defective, although not in direct violation of these Rules and Regulations, Bluegrass may insist upon its being corrected before the sewer service is accepted.

(D)

The customer shall install and maintain that portion of the service pipe from the end of the Company's portion into the premises served. That portion of the service pipe installed and maintained by the customer shall conform to all reasonable rules of Bluegrass Water UOC. It shall be constructed of materials approved by the sewage utility and installed under the inspection of Bluegrass Water UOC, including but not limited to a sewer line clean out. Prior to tapping on to the sewer system, Bluegrass Water UOC shall be notified, and the appropriate new service connection fee paid.

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A sewer service pipe shall not be laid in the same trench with a water pipe.

If a governmental agency requires an inspection of the customer's plumbing, Bluegrass Water UOC shall not connect the customer's service pipe until it has received notice from the inspection agency certifying that the customer's plumbing is satisfactory.

If excavation of sewer lines owned by Bluegrass Water UOC becomes necessary, Bluegrass Water UOC will restore the effected property when soil conditions and weather are appropriate. Bluegrass Water UOC shall not be held liable for repairs or restoration associated with repairs for lateral connections on private property. This includes lateral connections under driveways and roads that require service.

**PROTECTION BY CONSUMERS**

The Consumer shall protect the equipment of Bluegrass Water UOC on his premises and shall not interfere with Bluegrass Water UOC's property or permit interference except by duly authorized representatives of Bluegrass Water UOC.

**NOTICE OF TROUBLE**

The Consumer shall give immediate notice to Bluegrass Water UOC of any irregularities, any known defects, or unsatisfactory service.

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**Bluegrass Water Utility Operating Company, LLC**

SEWER SERVICE in entire service area

**MAINTENANCE**

Bluegrass Water UOC may at any time deemed necessary suspend sewer service to any consumer or consumers for the purpose of making repairs, changes, or improvements upon any part of its systems. Bluegrass Water UOC shall give reasonable notice of such suspension of service to the customer(s).

**CONNECTIONS**

New Service Connection: Bluegrass Water UOC will consider a request to connect to an existing serviceable main as a new service connection. The charge, if any, for a connection qualifying under this description shall be as set forth as a NON-RECURRING CHARGES section for a new service connection in that part of the service area for each subdivision. (T)

Reconnection: A Customer disconnected due to non-payment of tariff charges or non-compliance with tariff rules or Commission regulations, will be required to pay a reconnection fee, if any, set forth as a NON-RECURRING CHARGE in the applicable tariff sheet for the classification of service, in addition to any unpaid past-due balance before service is restored. (T)

Field Collection Fee: This fee is assessed when Bluegrass Water UOC’s representative makes a trip to the premises of a customer for the purpose of terminating service. The fee will be assessed in the amount or at the rate set forth in the applicable NON-RECURRING CHARGES tariff sheet for the classification of service, if: (a) Bluegrass Water UOC’s representative actually terminates service, (b) in the course of the trip, the customer pays the delinquent bill to avoid termination; or (c) Bluegrass Water UOC’s representative agrees to delay termination based on the customer’s agreement to pay the delinquent bill on a specific date. This fee is assessed no more than once during a billing cycle. (N)

Other Connections: A developer of an undeveloped area within Bluegrass Water UOC’s service area shall be charged the full cost of installation.

**LINE RELOCATION**

When necessary to move or relocate facilities, the cost will be paid by the party or parties requesting such relocation.

**EASEMENTS**

The customer shall not place structures of any kind or personal property on recorded easements. Any structure or property violating this provision shall be removed at the owner’s expense

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**DISCONTINUANCE OF SERVICE**

(T)

Bluegrass Water UOC may refuse or terminate service for noncompliance with its tariff rules or commission regulations after having made a reasonable effort to obtain customer compliance. Said customer will be given at least ten (10) days written notice prior to termination. Bluegrass Water UOC will notify the customer in writing of the reasons for termination or refusal. The notice will be recorded along with the corrective action to be taken by the customer or Bluegrass Water UOC before service is restored or provided.

If a dangerous condition is found to exist service may be terminated without notice.

In the event that an illegal or improper connection is discovered, Bluegrass Water UOC shall take immediate steps to sever the connection in question. This includes those connections discovered during smoke testing and camera inspection of lines that are deemed illegal or improper and allow Inflow/Infiltration of water to the sewer system. A photograph of the connection and an explanation of the condition will be given by Bluegrass Water UOC either by mail or directly. Bluegrass Water UOC may terminate service for nonpayment of tariff charges after a five (5) day written notice of intent to terminate. Service will not be terminated before twenty (20) days after the mailing date of the original bill. If a medical certificate is presented service will not be terminated for thirty (30) days beyond the termination date.

When payments are delinquent Bluegrass Water UOC may file a complaint in court. Bluegrass Water UOC may request that all court costs be included in any judgment amount awarded to Bluegrass Water UOC. Bluegrass Water UOC may refer any delinquent accounts to a collection agency.

**BILLING, COLLECTION AND PENALTIES**

Billing for sewage service furnished by the sewer system shall be made by Bluegrass Water UOC on a monthly basis, bills are mailed the first week of each month and become due the last business day of each month. A late payment penalty will be assessed after the due date in the amount or at the rate set forth in the applicable NON-RECURRING CHARGES tariff sheet for the classification of service.

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Failure to receive bill does not excuse payment.

**DEPOSITS**

At this time, Bluegrass Water UOC does not require a deposit for new sewer customers

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