

Rules/Regulations &

Schedule of Rates and Charges Updated/Adopted/Effective 3/20/25 Pursuant to City Ordinances 93-4; 9-110; 2019-05 and 2024-30

SECTION 1: APPLICATION FOR SERVICE

Each prospective Customer desiring service shall be required to complete a Service Application before service will be supplied by the Utility. Each Customer will be required to show proper identification at the time of application and provide a valid physical address. Applicants for service must be at least eighteen (18) years of age. All residents over the age of (18) living in the residence must be listed on the Service Application. All Rental Property must include the Landlord signature on the Service Application and a copy of the Rental Agreement (The person applying for service must be the same person listed on the Rental Agreement). Deposits are required for service. Deposits previously made by Customers may be refunded to the Customer upon termination of service. Before deposits are refunded, deposit amounts will be applied against unpaid bills of the Customer, and if any balance remains, the amount will be refunded to the Customer.

- A. Customers desiring service at locations where gas, water and/or sewer service is available, and an existing point of delivery (i.e. meter, sewer tap) is established, shall complete a Service Application as outlined above, and pay as outlined in the Utility's approved Schedule of Rates and Charges.
- B. Customers desiring service at locations where gas, water and/or sewer service is available, and no point of delivery (i.e. meter, sewer tap) is established, shall complete a Service Application as outlined above, provide an approved State Plumbing Permit, and pay a Gas, Water Tap Fee and/or Sewer Tap Fee as outlined in the Utility's approved Schedule of Rates and Charges.

SECTION 2: CUSTOMER RESPONSIBILITY

- A. Someone must be present at the location during activation or reinstatement of utility services.
- B. The Customer shall give immediate notice to the Utility should service be unsatisfactory for any reason or should there be any irregularities, defects, trouble or accidents known to the Customer that might affect his/her service or that of the Utility's gas, water system and/or sewer system. Such notice may be made by telephone, twenty-four (24) hours a day, (M-F), 7:30 a.m. to 3:00 p.m. central time (270-259-3541), or after hours (270-259-0303).
- C. The Customer shall provide a space for metering. In the event of loss or damage to the Utility's property arising from neglect of the Customer to care for same, the cost of necessary repairs or replacement shall be paid by the Customer.

SECTION 3: DAMAGE TO THE UTILITY'S SYSTEM

No person shall maliciously, willfully, or negligently break, damage, destroy, uncover, deface, or tamper with any main, meter, fire hydrant, shut-off valve, manhole, structure, appurtenance, or equipment which is part of the Utility's gas, water and/or sewer system. Any person violating this provision shall be subject to discontinuance of service and shall pay a tampering fee plus the cost of repairing or replacing the damaged property.

SECTION 4: THEFT OF SERVICES

ANY ALTERING, TAMPERING WITH, OR BYPASSING ANY METER OR DEVICE TO RECORD THE AMOUNT OF WATER OR GAS SERVICE TO THE CUSTOMER OR TAMPERING WITH A FIRE HYDRANT IS A CRIME PUNISHABLE BY IMPRISONMENT THAT CAN REACH TEN (10) YEARS BASED ON THE VALUE OF THE SERVICE TAKEN.

In any prosecution for theft of gas and water where the City of Leitchfield, supplying the service, had installed a meter or other device to record the amount of services supplied, proof that:

(a) The meter or other device has been altered, tampered with, or bypassed in a manner so as to prevent or reduce the recording thereof; or

(b) Service has been, after having been disconnected by the utility supplying service, reconnected without authorization of the utility shall be prima facie evidence of the intent to commit theft of service by the person or persons obligated to pay for service supplied through the meter or other device. (KRS 514.060)

SECTION 5: BILLS AND NOTICES

- A. Bills and notices relating to the conduct of business of the Utility shall be mailed to the Customer's address that is listed on the "Service Application" unless change of address has been filed in writing with the Utility. A Customer shall not be excused from the payment of any bill, nor the performance required by any notice, because of failure to receive the bill or notice.
- B. The Utility shall bill each Customer on a monthly basis according to the Utility's approved Schedule of Rates and Charges, and all charges due under the City of Leitchfield's Ordinances for garbage collection. Bills shall show each charge separately. All monthly bills shall be due on the due date shown on the bill. Questions regarding charges for service should be directed to Leitchfield Utilities, 515 S Main Street, Leitchfield, Kentucky 42754 (270-259-4034). Questions regarding charges for garbage collection should be directed to Leitchfield Public Works, 510 S English St, Leitchfield, Kentucky 42754 (270-259-6363).
- C. Bills paid on or before the due date will be payable at the net amount. Payments after the due date will be subject to a late penalty of ten percent (10%). The late penalty and due date shall be shown on the bill. If the due date falls on Saturday, Sunday, or any Holiday that the Utility observes the date of the next business day will become the due date. Bills are to be paid at Leitchfield City Hall, 515 S Main St, Leitchfield, Kentucky 42754. Customers have the following options to pay their bill: Payment by mail, payment in the main office, payment in the night deposit box outside Leitchfield City Hall, or payment by automatic bank draft, setup with Leitchfield Utilities. Payments can also be made on line by credit/debit card at www.leitchfield.ky.gov or in person during regular office hours.
- D. If payment of the utility bill has not been received by the Utility on or before the due date, a ten percent (10%) late penalty will be added to the account. A Past Due Reminder / Cut-Off Notice will also be mailed to the Customer. All services are subject to disconnection if payment has not been received in full on or before the disconnect date specified in the delinquent notice.
- E. If payment is not received by the time and date specified on the Past Due Reminder / Cut-Off Notice, the Utility will disconnect service. Any Customer who is shut off for Non-Pay must pay a Termination Fee for each meter, plus the amount of the delinquent bill for the affected utility, and another deposit if this is the second termination for Non-Pay, before services will be reinstated. The Utility shall make a Termination Fee charge only once in any billing eyele. If a meter is tampered with, the customer will also be charged a second termination or shut off fee.
- F. Once service is disconnected and if the customer pays the delinquent bill and all fees during regular business hours from 7:00 a.m. until 2:30 p.m. central time Monday through Friday, service shall be reinstated in a timely manner at no additional charge unless the customer is not the owner of the property and the service has been disconnected at the request of the property owner; in which case service can only be reinstated if the owner of the property notifies the Utility, in writing, that the property owner is agreeable to service being reinstated.
- G. If a customer request to have utility service reinstated after regular business hours (After 3:00 2:30 p.m. Central Time, M-F, Weekends and Holidays, there will be an After Hours Reinstatement Fee as outlined in the Utility's approved Schedule of Rates and Charges. Any customer requesting utility service after regular business hours, must call the after hours emergency number of (270-259-0303).
- H. Service shall be refused to any Customer who has a delinquent account with the Utility for any past service. Before new service is approved, all delinquent balances for past service must be paid in full. If a Customer has service at more than one location and terminates service at one of the locations, any delinquent balances of the terminated account will become a balance on billing for another account in which the Customer is being served.

SECTION 6: BUDGET PAYMENT PLAN

The Utilities Budget Payment Plan is available to any residential customer. Under this plan, a customer may elect to pay each month, a budgeted amount in lieu of billings for actual usage. A customer may enroll in this plan after being on service for twelve (12) consecutive months. Renters are required to have landlord approval.

The budgeted amount will be determined by the Utility and will be based on one-twelfth of the customer's usage for an actual (12) months. The budgeted amount will be subject to review every calendar quarter. The Utility also reserves the right to review any account at any time during the customer's budgeted year. All accounts will be reconciled every June.

If a customer fails to pay bills as agreed under the Budget Payment Plan, the utility reserves the right to change the Customer to regular billing, and require immediate payment of any deficiency. A customer removed from the Budget Payment Plan for non-payment may be prohibited from further participation in the plan for twelve (12) months

The Utility reserves the right to cancel Budget Payment Plan at any time without notice.

SECTION 7: PAYMENT EXTENSIONS

A Customer Payment Extension may be granted only at the discretion of the Utility Superintendent or Utility Commission. An extension of service may be granted with a signed agreement to pay off delinquent payments within the timeframe specified in the agreement. If payment is not received in the timeframe specified in the extension, service will be disconnected. There will be a maximum of one (1) extension in a twelve (12) month period. No extensions will be granted beyond the last day of payment before service is disconnected.

SECTION 8: RETURNED CHECKS / ACH RETURNS

When a check or ACH payment is returned to the Utility by the Customer's bank, a Return Check Fee as outlined in the Utility's approved Schedule of Rates and Charges will be applied. If a Customer has two (2) returned checks within a twelve (12) month period, the Utility has the right to refuse any further personal checks from the Customer for a twelve (12) month period. The customer shall contact the Utility if notified by their bank for a returned check to make payment arrangements and prevent disconnection of service. If a Customer has two (2) ACH returns within a twelve (12) month period, that Customer is no longer eligible to participate in ACH (Automatic Bank Draft) payments.

SECTION 9: ESTIMATED BILL

Whenever a meter has ceased to register, or a meter reading could not be obtained, the quantity of gas or water consumed will be estimated based upon an average of at least the prior three (3) months' consumption and the conditions of water service prevailing during the period in which the meter failed to register. If a bill is estimated, the word "Estimated" will be printed on the bill.

SECTION 10: DISCONTINUANCE OR REFUSAL OF SERVICE

The Utility may discontinue or refuse service to a Customer under any of the following conditions:

A. For the violation or noncompliance of the Ordinances of the City of Leitchfield, Utility's Rules and Regulations, Schedule of Rates and Charges, or any contract between the Utility and the Customer, including Ordinance No. 2024-30 adopted as amended 12/02/2024 which states as follows:

§63.23 UNIFIED UTILITY BILLS; PROCEDURE TO DISCONNECT FOR NON-PAYMENT.

- (A) The billing for solid waste collection service and water, sewer and/or gas utility services shall be consolidated and itemized on a single periodic billing by the Utilities Commission.
- (B) Non-payment of any portion of the services billed on the consolidated billing shall constitute delinquency in the payment of the entire consolidated billing by the person or entity responsible for such payment who applied for the services and the owner of the real property and shall result in the termination of all utility services provided by the city until the delinquency is paid in full or an acceptable written

repayment agreement is obtained pursuant to the terms of utility disconnection policy established by the Utilities Commission. Upon services being disconnected the unpaid portion of the services billed shall constitute a lien on the real property of the owner until paid in full.

- B. For non-payment of bills or any other indebtedness owed to the Utility;
- C. For illegal use or theft of service;
- D. For tampering with the meter, meter seal, lock, shut-off valve, or any other part of the Utility's system, or permitting such tampering by others;
- E. Property is deemed not fit for human occupancy by local, state, or federal housing authorities, or if a dangerous condition exists in the opinion of the Utility, on a Customer's premises;
- F. Cross-Connection of any separate water source with the water service provided by the Utility;
- G. For refusal to provide reasonable access.

SECTION 11: DISCONTINUANCE OF SERVICE AT CUSTOMER'S REQUEST

Any Customer desiring to discontinue service for any reason must give notice of discontinuance in person, by writing, texting, emailing or by faxing the request. The Customer must give the Utility account numbers and other information and allow one (1) working day prior to the date, on which the Customer desires to discontinue service. If such notice is not given, the Customer shall remain liable for all charges of services rendered.

SECTION 12: REMOVAL OF NATURAL GAS SERVICES

Natural gas services that have been inactive for five (5) consecutive years will be removed by Leitchfield Utilities at no charge to the customer. If natural gas service is requested at a later date, the customer will be charged a new installation fee plus deposit.

SECTION 13: CLASSIFICATION OF SERVICE

A. Residential

Residential gas, water and sewer sales shall not be charged Kentucky State Sales Tax. This includes multiple meters that are used exclusively for residential use such as irrigation meters and garage meters. Rental Property accounts that are listed under or billed to an owner or company are not exempt from State Sales Tax. Although the property is residential it will only be exempt from State Sales Tax if it is in the tenant's name, or, if a Declaration of Domicile is executed by the tenant, and the bill is sent to the address of the tenant. Mobile Home Parks are treated with the same guidelines as rental property. Farms, barns, and farm irrigation meters are exempt from State Sales Tax only if a valid farm exemption certificate is on file with the Utility.

B. Commercial

Commercial properties and businesses are subject to applicable Kentucky State Sales Tax. Churches are exempt from State Sales Tax, but must have a valid exemption certificate on file with the Utility before tax is removed. State and Local Government agencies are exempt from State Sales Tax. Commercial homebuilder's property is not exempt from State Sales Tax.

C. Industrial

Industrial gas, water and sewer sales used in connection with the manufacturing or assembling of a product shall be classified as an industrial user and are subject to applicable Kentucky State Sales Tax.

SECTION 14: INTERRUPTION OF SERVICE

The Utility shall use reasonable diligence to provide uninterrupted supply of water and sewer service, but shall not be liable for loss, injury, or damage to persons or property resulting from interruptions in service or excessive and/or inadequate water pressure.

SECTION 15: LEAK ADJUSTMENT

If water loss occurs due to a leak on the Customer's side of the meter, the customer may be eligible for a bill adjustment. An adjustment shall be subject to the following conditions:

- A. The Customer must request an adjustment and only one (1) adjustment per account per twelve (12) month period shall be allowed;
- B. The leak must be repaired and the Customer will be required to show evidence of the repair (i.e. plumbing receipt);
- C. If it is determined by the Utility that the increase in usage was due to negligence by the customer, an adjustment shall not be granted;
- D. If a Customer fills a swimming pool, they will be required to pay for all water used. However, if the customer has sewer service, they may have their sewer adjusted once per year. The customer must call the Utility prior to filling the pool in order to receive this adjustment. The pool will be measured by the Utility before and after filling the pool. The measured amount will be adjusted;
- E. The Utility shall determine the excess usage by comparing the usage during the period(s) while there was a leak with the Customer's normal usage. The Customer's normal usage will be determined by computing the Customer's average usage for the twelve (12) months billing period immediately prior to the problem. If a twelve (12) month usage history is not available, the Utility will use the available usage history and other relevant factors to determine a reasonable estimate of the Customer's normal usage. The difference between the usage while there was a problem and the normal usage is the excess usage;
- F. The Customer's normal usage will be billed at the rate shown in the Utility's approved Schedule of Rates and Charges;
- G. The Customer's excess water usage will be billed at a reduced rate. If the excess usage is twice the highest bill in the last 18 month period, the water usage over the highest bill will be charged at the wholesale water rate. The reduced rate shall be calculated by the Utility as outlined in the Utility's approved policy governing leak adjustments. If sewer service is applicable to the bill, the sewer charge will only be adjusted if the water leak did not enter the sewer system;
- H. An adjustment may only cover a maximum of two (2) billing periods;
- I. If the leak would be a great financial burden to the Customer, the Utility, in its sole discretion as decided by the Utility Superintendent, may allow this charge to be paid in installments that would be mutually agreed upon;
- J. Bill adjustments will not be given for outdoor watering (Irrigation meters are available to customers)
- K. Natural Gas loss is not subject to leak adjustment.
- L. This adjustment policy is applicable to all Customers.

SECTION 16: METERS

The Utility reads every Customer meter each month. This process occurs manually or by the use of Automated Meter Reading (AMR). AMR devices are being installed by the Utility throughout the service area. AMR devices contain a miniature radio transmitter and look similar to conventional meters. With the use of AMR Utility personnel can collect meter readings by simply driving down the street.

- A. All meters shall be furnished, installed, and maintained by the Utility. Sewer deduct meters shall be furnished, installed and maintained by the Customer. The Utility may require the Customer to periodically test and calibrate sewer deduct meters at the Customer's expense. The Utility shall authorize the size, type, and number of all meters used.
- B. The Utility will make periodic tests and inspections of meters in order to ensure that they are working properly at no cost to the customer. The Utility will make additional tests of meters at the written request of the customer; the customer will be responsible for the cost of these tests unless the meter is found to be faulty.

- C. The Customer shall provide a location for the meter which is unobstructed and accessible at all times. The meter shall be conveniently located with respect to the Utility's service main.
- D. The Utility shall have access to the meter for the purpose of installation, meter reading, inspection, maintenance, operation, replacement or removal.
- E. A 5/8" X 3/4" water meter shall be the standard Customer service meter unless the Customer requests a larger meter. If a request for a larger meter is made, that installation will be evaluated for approval by the Utility.

SECTION 17: RELOCATION OF MAIN LINES AND METERS

If a Customer requests the relocate, change, or modification of an existing main, meter, or other facility, the Utility may perform such change at the Customer's expense. The Customer shall reimburse the Utility for such charges at the actual cost including, but not limited to, appropriate construction, engineering, administrative, legal, and overhead cost.

SECTION 18: POINT OF DELIVERY

The point of delivery is the point where the gas, water meter is located on the Customer's premises or where sewer service is discharged into the gravity main, manhole, force main, shut off valve, etc. All plumbing and equipment beyond the point of delivery shall be installed and maintained by the Customer at their own expense, in a safe and efficient manner in accordance with the Utility's Rules and Regulations and with the Regulations of the Department of Health. The Utility reserves the right to determine the location of the delivery point with full regard to those wishes of the prospective Customer.

SECTION 19: RIGHT OF ACCESS

Utility employees shall have access to the Customer's premises at all reasonable times for the purpose of reading, testing, or inspecting meters or other equipment belonging to the Utility. Obstacles such as fences, structures, shrubs, dogs, etc. shall not be placed in a way to prohibit safe access to the utility right-of-way. The Utility may allow fences on the right-of-way easement; however, arrangements must be made to allow safe access.

SECTION 20: BACK FLOW PREVENTION AND PRESSURE REDUCING DEVICES

All new water service connections shall have a means of back flow prevention. The Utility's standard meter service connection shall include a back flow prevention device, which is installed by the Utility. Some water service connections may require a different type or special type of back flow prevention device as deemed necessary by the Utility. If a service requires a special type of back flow prevention device the Utility shall give a proposed cost analysis, before service is installed. A back flow prevention device may be installed by the Utility on an existing service connection during a meter change-out. Back flow prevention devices are installed for the purpose to prevent a cross-connection. A cross-connection is a connection of the Utility's water system with a non-potable water supply and is prohibited. Failure to comply shall result in the discontinuance of water service until the cross-connection has been eliminated. The Utility's water system pressure may require a pressure-reducing valve to be installed on the Customer's plumbing. This device shall be owned and maintained by the Customer. The Utility recommends the installation of a thermal expansion tank to be installed on the cold water side of each hot water heater, as per State Division of Plumbing Regulations. Failure to install a pressure-reducing valve and/or a thermal expansion tank could result in damage to a home's hot water heating system, plumbing, plumbing fixtures, appliances, etc. The Utility shall not be liable for any loss, injury, or damage that may result from a Customer's failure to install a pressure-reducing valve and/or thermal expansion tank.

SECTION 21: BOILERS AND/OR PRESSURE VESSELS

Customers having boilers and/or pressure vessels receiving a supply of water from the Utility must have a back flow prevention device approved by the Utility, on the water supply line and a vacuum valve on the steam line to prevent collapse, in case the water supply from the Utility is discontinued or interrupted for any reason, with or without notice. It is the Customer's responsibility to make necessary provisions to protect his/her equipment in case of interrupted or intermittent service.

SECTION 22: FIRE HYDRANT USE

Fire hydrants are to be used by the Utility and by fire departments. No one else is authorized to use them without authorization by the Utility. If authorization is granted by the Utility for use of a fire hydrant, the user shall comply with the Utility's Rules and Regulations. All water used from a fire hydrant shall be metered and billed at the Water Rate shown in the Utility's approved Schedule of Rates and Charges. Any person(s) suspected of theft of services or tampering with a fire hydrant shall be subject to the provisions outlined in Section 4.

SECTION 23: OWNERSHIP OF MAINS, SERVICES AND APPURTENANCES

All mains, valves, and other appurtenances are and shall be the property of the Utility. All water service lines from the main to the meter, and the meter and appurtenances shall be the property of the Utility. The Customer shall install, own, and maintain all plumbing installed on his/her property beginning at the Point of Delivery of service.

SECTION 24: SEWER GRAVITY MAIN POLICY

Sewer is available to specific locations within the Utility's service area by means of gravity main. A gravity main connection requires the Customer to install service lines and appurtenances to the gravity main. All connection points, service lines, and appurtenances shall be owned, operated, maintained, and installed by the Customer and shall meet all specifications and requirements of the Utility.

All public sewer gravity main extensions shall be designed, constructed and maintained by the Utility. The construction of private sewer gravity mains and/or service lines located across adjoining private properties or multiple properties shall be prohibited. Maintenance of existing private sewer gravity mains and/or service lines shall be the responsibility of the property owner and not the Utility.

All new Customer service line installations shall require a bi-directional cleanout to be installed at each point where the service line will cross the Customer's property line and the public rights-of-way and/or where the Utility deems it necessary for maintenance of the service connection's point of delivery. A maximum of two (2) connections shall be allowed for commercial/industrial Customers and four (4) connections for residential Customers per individual service line unless approved by the Utility.

Floor, basement, or other interior drains which are lower than ground surfaces surrounding a structure shall not be connected to the sewer gravity main. No sanitary inlet (top of commode scat or lip of the bath tub or shower stall floor drain, etc.) which is lower than six (6) inches above the bottom of the lowest of the two (2) adjacent sewer gravity main manholes shall be connected by direct drainage to the sewer system unless approved by the utility.

SECTION 25: SEWER FORCE MAIN POLICY

Sewer is available to specific locations within the Utility's service area by means of force main. Pressure at a force main varies widely depending on whether or not pumps are operating and the elevation of the area. The Utility may provide a sewer tap of up to two (2) inches in diameter and a shut off valve on the force main to service a Customer connection. The shut off valve shall be considered the point of delivery. A force main connection requires the Customer to install a package grinder pump system, electrical service to the pump system control panel, service line installation from the pump system to the point of delivery, and a check valve at the point of delivery (connection point) to prevent flow of the force main from entering the Customer's service line. The grinder pump system, electrical service, service line, check valve, and appurtenances shall meet all specifications and requirements of the Utility and shall be owned, operated, and maintained by the Customer. Failure of the Customer to properly maintain said system may result in significant adverse impact to the Customer including, but not limited to, the inability to discharge sewage from the Customer's system to the force main and the discharge of sewage from the force main to the Customer's property.

All public sewer force main extensions shall be designed, constructed and maintained by the Utility. The construction of private sewer force mains and/or service lines located across adjoining private properties or multiple properties shall be prohibited. Maintenance of existing private sewer force mains and/or service lines shall be the responsibility of the property owner and not the Utility.

Prior to approval of any service, the Customer shall submit estimated flow rates and volumes to the Utility for approval. Depending on the operating conditions of the sewer system, the Utility reserves the right to limit flow availability to the Customer in an effort to prevent adverse impacts to the sewer system. Customer's requiring flows in excess of twenty (20) gallons per minute shall be reviewed on a case by case basis and the installation of a duplex grinder pump system, designed by a registered engineer, may be required.

As a courtesy to its Customers, the Utility will provide area plumbers with equipment specifications and requirements and installation instructions. Failure by the Customer or their representative to properly install the system in accordance to manufacturer recommendations may void manufacturer's warranty.

SECTION 26: CONNECTION AND SERVICE LINE INSPECTION

All new gravity and force main sewer connections made to the Utility's sewer collection system shall be inspected by the Utility prior to backfill. Inspections will be conducted during regular business hours and shall be scheduled twenty-four (24) hours in advance. If the connection is determined to be improper and subsequent inspections are required, the Customer shall pay the cost of inspection at the rate specified in the Utility's approved Schedule of Rates and Charges. All equipment and appurtenances used to connect to the Utility's sewer collection system shall meet the specifications and requirements of the Utility.

Connections and service line installations shall be air tight and water tight and shall be performed as to prevent extraneous waters from entering into the Utility's collection system. Extraneous water is defined as any stormwater, surfacewater, groundwater, roof runoff, subsurface drainage, or unpolluted industrial process water.

Periodically the Utility will perform inspections to existing Utility mains and Customer service lines. Upon inspection if it is determined that extraneous water is entering the Customer's service line or sewer system, the Utility may require the Customer to repair the deficient service lines and appurtenances. The Utility shall notify the Customer of necessary repairs in writing and the repairs shall be performed within sixty (60) days of notification. Failure to correct any required repairs within the specified timeframe may result in disconnection of service.

A pressure test of five pounds for ten minutes witnessed by the Utility will be required;

For new gas installation;

Gas has not been on service with the Utility in eighteen (18) months;

A gas meter has been removed for more than twelve (12) months;

A gas meter has been shut off for a gas leak on the customer's side of the meter.

SECTION 27: CALL BEFORE YOU DIG (UTILITY LOCATES)

Get the facts BEFORE YOU DIG next to any utility line. Call the Kentucky Underground Protection Center two business days BEFORE YOU DIG at 1-800-752-6007 or 811. (www.kentucky811.org)

In compliance with the Kentucky Dig Law, any activity that results in the movement, placement, probing, boring, or removal of earth, rock, or other material in or on the ground requires the excavator to contact Leitchfield Utilities with adequate information regarding the dig to request the location of Utility system facilities.

Notice shall be provided no less than two (2) business days nor more than ten (10) business days prior to commencing work. Leitchfield Utilities does not factor State and Federal Holidays in the two (2) business day notice required by law. When a locate request is submitted and a holiday falls sometime in the two (2) business day notice then the date the holiday is observed will not be considered in the two (2) business day notice. If notice is not given or work starts too early the owner and/or person(s) performing the work shall be liable for all damages incurred to Utility property.

SECTION 28: EXTENSION OF SERVICE

In compliance with KRS 96.539 Leitchfield Utilities and Sewer Commission have developed rules to govern extension of water and sewer service to Customers in unserved areas. These will be provided upon request.

SECTION 29: COMPLAINTS

Complaints may be made to the Utilities Superintendent, whose decision may be appealed to the Leitchfield Utilities Commission. Such appeal shall be in writing within ten (10) days of the date of the Utilities Superintendent's decision and shall state the nature of the complaint and contain supporting evidence.

SECTION 30: RATES & CHARGES

The Rates and Charges to Customers are as follows:

Schedule of Rates and Charges

Effective Date October 1, 2024

WATER RATES

Residential, Commercial, and Industrial Water Rate:

	Inside City Limits	Outside City Limits
First 2,000 gallons (Minimum Bill)	\$23.20	\$25.52
Next 8,000 gallons per 1,000 gallons	\$ 9.50	\$10.45
Next 40,000 gallons per 1,000 gallons	\$ 6.95	\$ 7.65
All Over 50,000 gallons per 1,000 gallons	\$ 5.15	\$ 5.67

WATER INSTALLATION FEES

5/8	\$525
1 Inch	\$1,200
2 Inch	\$3,500

SEWER RATES

Residential, Commercial, and Industrial Sewer Rate (Based on Water Meter Reading):

	<u>Inside City Limits</u>	Outside City Limits
Flat Rate (Minimum Bill)	\$ 13.20	\$14.52
First 2,000 gallons per 1,000 gallons + Min. Bill	\$ 4.90	\$ 5.39
All over 2,000 gallons per 1,000 gallons	\$6.37	\$ 7.01

SEWER INSTALLATION FEES

Sewer Tap - Grinder Pump Connection	\$500
Gravity Main Connection Fee (4" to 6")	\$500
Gravity Main Connection Fee (8")	\$800

\$3250 Utility Shop Calls for Pricing Force Main Connection Fee

(Includes Force Main Tap, Low Pressure Sewer Equipment) & Inspection

GAS RATES

GASTATES		
Residential, Industrial and, Commercial Gas	Rate:	
	Inside City Limit	s Outside City Limits
First 1,000 Cubic Feet (Minimum Bill)	\$10.25	\$11.275
Industrial Over 20 Million CFT Year Usage	\$9.50 (Per 1,000	Cubic Feet)

GAS INSTALLATION FEES

Meter Size	Charge	
AL-250 (UP TO 350,000 BTU)	\$350	
AL-425 (350,000 — 425,000 BT	(U) \$675	
AL-630 (450,000-630,000 BTU)	\$1350	
Al-800 (630,000-800,000 BTU)	\$1950	
AL-1000 (800,000 — 1,100,000	BTU) \$2475	
AL-1400	Cost Plus 10%	
AL 2300	Cost Plus 10%	
(Please call Leitchfield Utilities for availability in areas outside City Limits)		

1st 100 ft included in installation fee. Anything over 100ft is \$3.50 per lft

Breckinridge County installations – New or when adding to existing service is cost plus 10%

OTHER CHARGES/FEES

Non-Pay/ Seasonal Termination Fee \$35 per location

After Hours Reinstatement Fee: \$100 per location (After 3:00 2:30 P.M. M-F, Weekends and Holidays) \$100 - \$500 plus cost of repair

Tampering Fee: Return Check Fee: Water Deposit Gas Deposit \$25 \$100 \$125

Payment Cut/Road Bore Cost plus 10%

Any service disconnected for non-payment for the second time will also require another deposit for each service.

If Customer requests a meter retested, and the meter is tested and shown not to be defective, then the Customer shall pay a \$100.00 testing fee.

Updated February 2, 2024