

CANCELLED

March 22, 2023

**KENTUCKY PUBLIC
SERVICE COMMISSION**

AGREEMENT FOR SPECIAL SERVICE

SPRINKLER SYSTEM AND FIRE SERVICE CONNECTION

This agreement, entered into between _____,
whose address is _____ herein-
after called "CUSTOMER" and the McCreary County Water
District, P.O. Box 488, Whitley City, Kentucky 42653,
hereinafter called "DISTRICT".

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

WHEREAS, the DISTRICT has undertaken to provide fire
protection to facility (ies) and desires that a connection
the DISTRICT'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 DISTRICT and CUSTOMER as follows:

1. CUSTOMER 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
pertinent approvals. A copy of such approval is
attached.
- C. CUSTOMER warrants that system will be maintained in
a good and correct condition, preventing water loss
or contamination of facilities. Should CUSTOMER
fail to properly maintain or adequately protect
interest of DISTRICT, the DISTRICT may, without
notice of _____ recourse, terminate service to
CUSTOMER. CUSTOMER agrees to pay for water loss
due to line breaks or equipment failure based on
DISTRICT'S engineers estimate.
- D. Install the pipelines and appurtenances in
accordance with specifications of the DISTRICT'S
existing or planned system.

**PUBLIC SERVICE COMMISSION
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APR 01 1987

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

BY: Steve Selby
PUBLIC SERVICE COMMISSION MANAGER

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- E. Pay all costs of materials and installation of the proposed service lines including any lines and appurtenances outside CUSTOMER'S property 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 adequate design pressure and volume at the point of connection to DISTRICT'S main line.
- F. Make provision for payment to tap fees and monthly charge to the DISTRICT.
- G. Convey to the DISTRICT fee and unencumbered title to the pipeline distribution system and appurtenances installed by the CUSTOMER between the DISTRICT main, to and including main valve pit.
- H. Pay the DISTRICT for services and potential services rendered the CUSTOMER, as a result of CUSTOMER having available such water, as currently available when needed by being connected to DISTRICT'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 CUSTOMER'S property or facility will be contracted for by execution of a separate agreement.

Size of Service _____

Service Connection Fee _____

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

2. DISTRICT Agrees to:

- A. Permit a valve pit at a point adjacent or near the CUSTOMER'S facility.
- B. Provide water service in accordance with the DISTRICT'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 DISTRICT'S main including the valve pit is vested to the DISTRICT.

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

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

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

- D. DISTRICT will maintain and operate that part of system which CUSTOMER has vested title to DISTRICT.
- 3. It is further understood and agreed that DISTRICT, in no way, guarantees or implies that DISTRICT'S system is adequate for fire protection. DISTRICT only offers to CUSTOMER such service as to availability of water and pressure as may be, at the exact time when CUSTOMER demands. Further, DISTRICT does not agree nor warrant that design pressures and flows will not change, in fact, DISTRICT 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:

McCreary County Water District

BY: _____

_____ Title

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SECTION 9 (1)

BY: George L. Lee
PUBLIC SERVICE COMMISSION MANAGER