

APPLICATION FOR SPECIAL CONNECTION

Account No.	
Contract No.	
Work Order No.	

This Application, made in triplicate this _____ day of _____, 20 _____, by _____ hereinafter called the "APPLICANT", to KENTUCKY AMERICAN WATER, a Kentucky corporation located at 2300 Richmond Road, Lexington, Kentucky, 40502, hereinafter called the "WATER COMPANY."

The APPLICANT, upon the terms and conditions hereinafter set forth, hereby applies to the WATER COMPANY for a private _____ connection consisting of the right to connect a ___-inch service pipe to the street water main on _____ to serve _____ located at _____ in _____ County and attach to said service pipe the following fixtures and openings:

private fire hydrants (hydrant numbers)

all of which fixtures and openings to be located within or upon the premises of the APPLICANT abutting the street on which the said main of the WATER COMPANY is located.

In consideration for which privilege the APPLICANT agrees to be bound by all the terms and conditions of this Application and pay the WATER COMPANY for private fire protection service at the schedule of rates in effect from time to time during the rendition of such service.

The further terms and conditions upon which this Application may be accepted by the WATER COMPANY are as follows:

FIRST: That this Application and the acceptance thereof by the WATER COMPANY may be subject to the prior approval of the fire department having jurisdiction of the premises to be served.

SECOND: That the entire service system on APPLICANT's premises shall be subject to the inspection, test and approval of the WATER COMPANY, and the WATER COMPANY by its representatives, shall have the right to enter the premises of the APPLICANT at any reasonable time for the purpose of making such reasonable inspections as it may deem necessary, and to insure compliance with the terms and conditions of this Application.

THIRD: That all pipes and appurtenances shall be constructed and maintained in good condition by and at the expense of the APPLICANT.

FOURTH: That a fire line meter or detector device, approved by both the WATER COMPANY and the fire underwriters, will be required on the service at a location approved by the WATER COMPANY. Such meter or device shall be installed and maintained by and at the cost and expense of the APPLICANT, but subject to the inspection and approval of the WATER COMPANY. The bypass meter only, used with the detector device, shall be furnished, installed and maintained by the WATER COMPANY at its cost and expense.

FIFTH: That a gate valve with the post indicator controlling the entire supply shall be placed at the curb or property line of the street in which the main is located or at such other point as may be approved by the WATER COMPANY, and shall be furnished, installed and maintained by and at the expense of the APPLICANT, and unless otherwise approved by the WATER COMPANY, said valve shall be installed in a valve pit or vault which shall also be furnished, installed and maintained by and at the expense of the APPLICANT.

SIXTH: That all hydrants and other fixtures connected to any private fire protection service system shall be kept closed and sealed, and not opened or used except during times of fire or testing. Upon extinguishment of each fire or following each test, the APPLICANT shall immediately close such fixtures and notify the WATER COMPANY so that they may be sealed. Whenever a private fire protection service system is to be tested, the APPLICANT shall notify the WATER COMPANY at least two business days in advance of such proposed test, requesting approval of the method, day and hour on which it is to be made.

SEVENTH: That no antifreeze or any other substance not specifically approved by the Environmental Protection Agency as non-detrimental to the public water supply, shall be introduced into sprinkling systems or into any pipe, fixture, appurtenance or other portion of the APPLICANT's private fire protection service system.

EIGHTH: That the APPLICANT understands and agrees that the extent of the rights of the APPLICANT under this Application is to receive, at times of fire on said premises, such supply of water as shall then be available and no other or greater quantity. The APPLICANT further acknowledges and agrees the WATER COMPANY shall not be considered in any way or manner an insurer of property or persons, or to have undertaken to extinguish fire or to protect any persons or property against loss or damage by fire, or otherwise, and the WATER COMPANY shall be free and exempt from any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever.

NINTH: That this Application does not contemplate uses of fixtures other than those shown on Exhibit A. Any waste of water or use of water through this connection for purposes other than testing or the extinguishment of fire, shall be deemed a violation of the terms and conditions of this Application and of the rules, regulations and conditions of service of the WATER COMPANY.

TENTH: That if private fire hydrants are included as part of this Application, they shall be painted any color other than that adopted by the WATER COMPANY for public fire hydrants.

ELEVENTH: That the APPLICANT shall furnish, attach and make a part hereof marked Exhibit A, three (3) complete sets of drawings showing the pipes, pumps, valves, hydrants, sprinkler systems, hose outlets and connections, standpipes, tanks and other openings and appurtenances contemplated in this Application. Such drawings, which shall be stamped "Approved" by the Insurance Services Office or other comparable agency approved by the WATER COMPANY, must also show all other water supply systems and pipelines and appurtenances which are proposed or which may exist on the premises to be served.

TWELFTH: That no pipe, fixture or appurtenance connected with the private fire protection service served by this Application shall be connected with any pipe, fixture or appurtenance supplied with water from any other source, unless specifically approved in writing by the WATER COMPANY.

THIRTEENTH: That the APPLICANT agrees to obtain in writing in advance the approval of the WATER COMPANY for any change, alteration, addition or deletion contemplated in the pipes, fixtures, openings and appurtenances and uses herein specified. Notwithstanding the approval of the WATER COMPANY, APPLICANT agrees that, except for those facilities which the WATER COMPANY had specifically agreed to provide and maintain, APPLICANT is and will be solely responsible for the design, adequacy, function and maintenance of its private fire protection service system referred to in this Application.

FOURTEENTH: That the WATER COMPANY has the right to discontinue or disconnect the service pipe herein applied for, and to terminate service under this Application, after due written notice to the APPLICANT, for failure to pay any bill when due, for failure to supply information to WATER COMPANY about the service system when so requested in writing, for leakage within APPLICANT's system, for violation of any of the terms and conditions of this Application, or for any violation of its rules, regulations and conditions of service; and the WATER COMPANY also has the right to shut off all or any part of its facilities by the WATER COMPANY(1) if a condition dangerous or hazardous to life, physical safety or property exists, (2) upon order by any court, the Public Service Commission or other duly authorized public authority, (3) if fraudulent or unauthorized use of water by APPLICANT is detected, or if the WATER COMPANY's regulating or measuring equipment has been tampered with by the APPLICANT.

FIFTEENTH: That upon acceptance of this Application by the WATER COMPANY and the completion of the installation of the service applied for, this Application shall be in full force and effect as a contract and shall continue as such until cancelled by written notice given thirty (30) days in advance by the APPLICANT to the WATER COMPANY, except as otherwise provided in numbered paragraph (14) above.

SIXTEENTH: The acceptance of this Application by the WATER COMPANY must be executed by its Director-Engineering and its President or Vice President-Operations before same becomes effective.

SEVENTEENTH: If ownership of the property served by the service applied for herein changes, notice thereof shall be given to the WATER COMPANY within thirty (30) days and the new owner shall be identified by name, address and proper person to contact.

IN WITNESS WHEREOF, the APPLICANT has hereunto signed the day and year _____

WITNESS:

Signature Signature and Title of APPLICANT or Duly Authorized Representative

APPROVED this _____ day of _____, 20 _____.

WITNESS:

Signature (Chief of Fire Department)
County/City of _____

WATER COMPANY hereby accepts the foregoing Application this _____ day of _____, 20 _____.

WITNESS:

Signature (Director - Engineering)

WITNESS:

Signature (Vice-President)