

APPENDIX

**Form of New Subdivision Extension Deposit Agreement for Off Site Facilities:**



THIS AGREEMENT, entered into this \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ by and between KENTUCKY AMERICAN WATER, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called "COMPANY", and \_\_\_\_\_ hereinafter called "SUBDIVIDER", (T)  
(T)

WITNESSETH: (T)  
**KENTUCKY PUBLIC SERVICE COMMISSION** (T)

THAT, WHEREAS, SUBDIVIDER is the present owner of a certain tract of land located within the service area of COMPANY, which tract is now being developed by SUBDIVIDER as a new subdivision or unit thereof (hereinafter called the subdivision), and (T)  
(T)

WHEREAS, the \_\_\_\_\_ Commission has heretofore approved a preliminary or final plat of said proposed subdivision, upon which plat the location and grade of streets, curbs, sidewalks, building plots, building lines and utility easements are depicted, a copy of which plat is annexed hereto and made a part hereof, marked Exhibit "B" for identification, and (T)  
(T)

WHEREAS, SUBDIVIDER desires the extension of the off site water mains and facilities of COMPANY on the site of said subdivision as hereinafter described, (T)  
(T)

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto as hereinafter set forth, it is hereby agreed by and between the parties hereto as follows, to-wit:

**FIRST:** COMPANY contracts and agrees to lay the water main(s) and other related facilities, if any, as shown in red on the plat attached hereto and made a part hereof, marked Exhibit "B" for identification, which main(s) and facilities, if any, are described and located as follows: (T)  
(T)

**SECOND:** It is expressly understood and agreed that if COMPANY shall be delayed or prevented from installing the water main(s) and other related facilities, if any, hereinabove described because of its failure to secure pipe or other construction materials, or for any other causes beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than ninety (90) days from date of deposit, SUBDIVIDER shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to COMPANY, and thereafter both parties shall be relieved of all duties (T)  
(T)  
(T)

**ISSUED:** May 18, 2018  
**EFFECTIVE:** July 15, 2018  
**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Approved:  
**KENTUCKY PUBLIC SERVICE COMMISSION**  
**Gwen R. Pinson**  
Executive Director  
*Gwen R. Pinson*  
**EFFECTIVE**  
**7/15/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

and obligations arising hereunder. But this right to cancel and terminate by SUBDIVIDER shall not be invoked if COMPANY has received the construction material and SUBDIVIDER has made the deposit as hereinafter required, in which event COMPANY shall have the obligation to prosecute the work diligently to its completion.

**THIRD:** SUBDIVIDER hereby agrees to deposit with COMPANY, upon notice from COMPANY that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, the sum of \_\_\_\_\_, which sum is the presumed cost of installation of said off site main(s) and related facilities, if any, as determined under Section C(4) of Rule 10.3 of COMPANY'S Rules and Regulations. No adjustment in deposit will be made, either by way of adding to or reducing the deposit required hereunder, because of a variance between the presumed cost mentioned herein and the actual cost of installation of such main(s) and related facilities, if any. (T)

**FOURTH:** SUBDIVIDER represents to and covenants with COMPANY that the number of residential and/or commercial building plots to be developed within the whole of said subdivision, as shown on the plat attached hereto as Exhibit "B", being a total of \_\_\_\_\_ building plots, will not be decreased in the final plats of said subdivision as the same are hereafter recorded in the office of the Clerk of the Fayette County Court. Upon such representation and covenant, COMPANY hereby agrees to refund to SUBDIVIDER during the period of ten (10) years from the actual date of deposit, an amount equal to \_\_\_\_\_ of the total deposit made by SUBDIVIDER under the terms of Paragraph THIRD above, being the sum of \_\_\_\_\_, for each premises served within said subdivision (as said subdivision is depicted on the plat attached hereto and marked Exhibit "B" for identification) for which a street service connection shall be directly attached to the mains constructed on the site of such subdivision between their original beginning and original termini (not including, however, connections to further extensions or branches thereof, and being limited to one such service connection per building plot) and for which a bona fide residential or commercial customer has executed a service contract with COMPANY, provided, however, that the total amount returned shall not exceed the original deposit, without interest, and that all or any part of the deposit not refunded within said ten (10) year period shall become the property of COMPANY. (T)



ISSUED: May 18, 2018  
EFFECTIVE: July 15, 2018  
ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Approved:



**FIFTH:** SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing COMPANY, at such time, a listing of premises claimed to be additional premises; however, failure on the part of SUBDIVIDER to make such request shall not constitute a waiver of any rights hereunder or relieve COMPANY of the obligation to make refunds with reasonable promptness. (T)

**SIXTH:** SUBDIVIDER will furnish to COMPANY immediately upon recordation thereof in the office of the \_\_\_\_\_ County Court five (5) copies of the final plat of said subdivision or units thereof as approved by the \_\_\_\_\_ Commission. (T)

**SEVENTH:** The ownership of the water main(s) laid hereunder shall at all times be in COMPANY, its successors and assigns. (T)

**EIGHTH:** This Agreement shall be valid and binding on COMPANY only when executed by its President. (T)

**NINTH:** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

**TENTH:** Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to COMPANY at 2300 Richmond Road, Lexington, Kentucky and to SUBDIVIDER at \_\_\_\_\_ (T)

**ELEVENTH:** This Agreement is entered into pursuant to the legally established Rules and Regulations of COMPANY and the words, phrases and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference. (T)

Executed by the parties hereto in duplicate this the day and year first above written. (T)

WITNESS: \_\_\_\_\_ KENTUCKY AMERICAN WATER (T)



By: \_\_\_\_\_ (Director of Engineering) (T)

ISSUED: May 18, 2018  
EFFECTIVE: July 15, 2018

Approved:

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502



(Date)

**DEPOSITOR(S):**

\_\_\_\_\_ (N)

\_\_\_\_\_ (N)

\_\_\_\_\_ (N)

Phone #: \_\_\_\_\_ (N)

Fax #: \_\_\_\_\_ (N)

Email: \_\_\_\_\_ (N)

**WITNESS:**

\_\_\_\_\_ By: \_\_\_\_\_ (N)

(Signature)



\_\_\_\_\_ (N)

(Print or type name) (N)

\_\_\_\_\_ (N)

(Title/Position) (N)

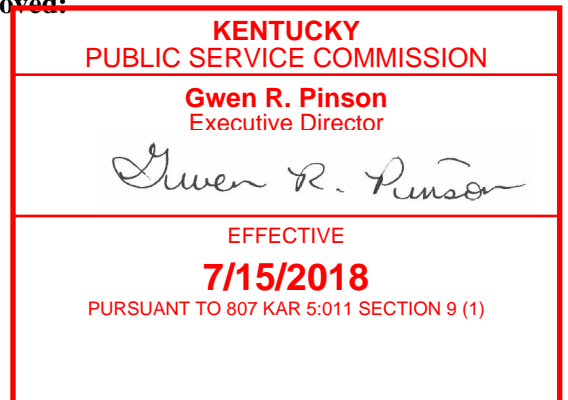
**ISSUED:** May 18, 2018

**EFFECTIVE:** July 15, 2018

**ISSUED BY:** /s/ Nick O. Rowe

Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**Approved:**



**Form of New Subdivision Extension Deposit Agreement for On Site Facilities:**

**KENTUCKY PUBLIC SERVICE COMMISSION**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between KENTUCKY AMERICAN WATER, a Kentucky corporation, having its office at 2300 Richmond Road, Lexington, Kentucky, hereinafter called "COMPANY" and \_\_\_\_\_, hereinafter called "SUBDIVIDER",

**WITNESSETH:**

THAT, WHEREAS, SUBDIVIDER is the present owner of a certain tract of land located within the service area of COMPANY, which tract is now being developed by SUBDIVIDER as a new subdivision or unit thereof (hereinafter called the subdivision), and

WHEREAS, the \_\_\_\_\_ has heretofore approved a preliminary or final plat of said proposed subdivision, upon which plat the location and grade of streets, curbs, sidewalks, building plots, building lines and utility easements are depicted, a copy of which plat is annexed hereto and made a part hereof, marked Exhibit 'A' for identification, and

WHEREAS, SUBDIVIDER desires the extension of the water mains and facilities of COMPANY on the site of said subdivision as hereinafter described,

NOW, THEREFORE, in consideration of the premises and the mutual covenants of the parties hereto as hereinafter set forth, it is hereby agreed by and between the parties hereto as follows, to-wit:

**FIRST:** COMPANY contracts and agrees to lay the water main(s) and other related facilities, if any, as shown in red on the plat attached hereto and made a part hereof, marked Exhibit 'A' for identification, which main(s) and facilities, if any, are described and located as follows:

**SECOND:** It is expressly understood and agreed that if COMPANY shall be delayed or prevented from installing the water main(s) and other related facilities, if any, hereinabove described because of its failure to secure pipe or other construction materials, or for any other cause beyond its control, such failure or delay in performance shall be excused; provided, however, if such failure or delay in performance shall extend for a period of more than ninety (90) days from date of deposit, SUBDIVIDER shall have the right to cancel and terminate this agreement on thirty (30) days' written notice to COMPANY, and thereafter both parties shall be relieved of all duties and obligations arising hereunder. But this right to cancel and terminate by SUBDIVIDER shall not be invoked if COMPANY has received the construction material and SUBDIVIDER has made the deposit as hereinafter required, in which event COMPANY shall have the obligation to prosecute the work diligently to its completion.

**ISSUED:** May 18, 2018

**EFFECTIVE:** July 15, 2018

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Approved:

**KENTUCKY PUBLIC SERVICE COMMISSION**  
**Gwen R. Pinson**  
Executive Director  
*Gwen R. Pinson*  
EFFECTIVE  
**7/15/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**THIRD:** SUBDIVIDER hereby agrees to deposit with COMPANY, upon notice from COMPANY, that it is prepared and able to go forward with the work provided in Paragraph FIRST hereof, the sum of \_\_\_\_\_, which sum is the presumed cost of installation of said on-site mains and related facilities, if any, as determined under Section C(4) of Rule 10.3 of COMPANY'S Rules and Regulations. No adjustment in deposit will be made, either by way of adding to or reducing the deposit required hereunder, because of a variance between the presumed cost mentioned herein and the actual cost of installation of such main(s) and related facilities, if any. (T)

**FOURTH:** SUBDIVIDER represents to and covenants with COMPANY that the number of residential and/or commercial building plots to be developed within said subdivision, as shown on the plat attached hereto as Exhibit "A", being a total of \_\_\_\_\_ building plots which, according to Section A(2) of Rule 10.3 of COMPANY'S Rules and Regulations, is equal to \_\_\_\_\_ lots, will not be decreased in the final plat of said subdivision as the same is hereafter recorded in the office of the Clerk of the Fayette County Court. Upon such representation and covenant, COMPANY hereby agrees to refund to SUBDIVIDER, during the period of ten (10) years from the actual date of deposit, an amount equal to \_\_\_\_\_ of the total deposit made by SUBDIVIDER under the terms of Paragraph THIRD above, being the sum \_\_\_\_\_, for each premises served within said subdivision (as said subdivision is depicted on Exhibit "A" attached hereto) for which a street service connection shall be directly attached to the main extension herein provided between its original beginning and original terminus (not including, however, connections to further extensions or branches thereof, and being limited to one such service connection per building plot) and for which a bona fide residential or commercial customer has executed a service contract with COMPANY, provided, however, that the total amount returned shall not exceed the original deposit, without interest, and that all or any part of the deposit not refunded within said ten (10) year period shall become the property of COMPANY. (T)

**FIFTH:** SUBDIVIDER may request refunds under Paragraph FOURTH, once in each calendar quarter, furnishing COMPANY, at such time, a listing of premises claimed to be additional premises; however, failure on the part of SUBDIVIDER to make such request shall not constitute a waiver of any rights hereunder or relieve COMPANY of the obligation to make refunds with reasonable promptness. (T)

**SIXTH:** As a material consideration for COMPANY'S agreement to design and construct all or some portion of the main(s) and related facilities, if any, described on Exhibit "A" and in Paragraph FIRST hereof on the basis of a preliminary plat of said subdivision, without withholding or delaying such action until a final plat thereof has been approved by the Planning and Zoning Commission and recorded in the office of the Clerk of the Fayette County Court, SUBDIVIDER represents to COMPANY and covenants with COMPANY that the location and grade of streets, sidewalks, curbs, building plots, building lines and utility easements as depicted on the preliminary plat attached hereto as Exhibit "A" will not be altered or changed in any respect in the final plat of said subdivision, as (T)

**ISSUED:** May 18, 2018  
**EFFECTIVE:** July 15, 2018

**Approved:**

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**CANCELLED**  
September 10, 2018  
**KENTUCKY PUBLIC SERVICE COMMISSION**

**KENTUCKY PUBLIC SERVICE COMMISSION**  
**Gwen R. Pinson**  
Executive Director  
*Gwen R. Pinson*  
EFFECTIVE  
**7/15/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



finally approved by the Lexington-Fayette County Planning and Zoning Commission and as recorded in the office of the Clerk of the Fayette County Court. In the event the location or grade of streets, sidewalks, curbs, building plots, building lines or utility easements be altered, amended or changed in the final plat or in an amended plat of said subdivision as approved by said Commission or as recorded in the office of said Clerk, whether such changes are made with or without the consent of SUBDIVIDER, or in the event a final plat is not approved or recorded, and in event such alteration, amendment, change, failure of approval or of recording requires, in the sole judgment of COMPANY, the relocation, removal, replacement, reconstruction, change in size or addition to the main(s) and related facilities to be constructed by COMPANY pursuant to the Agreement, SUBDIVIDER will immediately, upon demand from COMPANY, pay to COMPANY the actual cost to COMPANY of making such relocations, removals, replacements, changes in sizes and additions to such main(s) and related facilities, if any, so required in the sole judgment of COMPANY, as a result of such changes in location or grade of streets, sidewalks, curbs, building plots, building lines or utility easements. No part of the sums payable to COMPANY by SUBDIVIDER under the terms and provisions of this Paragraph SIXTH shall be subject to refund to SUBDIVIDER. In event SUBDIVIDER fails to pay to COMPANY such sums as may be demanded by COMPANY under provisions of this Paragraph SIXTH within ten (10) days from such demand, COMPANY shall have the right, in addition to and not in limitation of all other remedies, which right shall be superior to the rights of any intervening assignee or creditor of SUBDIVIDER, to apply refunds coming due under Paragraph FOURTH of the Agreement to the reduction and extinguishment of the debt of SUBDIVIDER to COMPANY under terms of this Paragraph SIXTH. (T)

**SEVENTH:** By execution of this Agreement, SUBDIVIDER grants unto COMPANY, its successors and assigns, the permanent right and privilege to lay and construct its main(s) and related facilities, if any, on, over and through the lands of SUBDIVIDER at the locations depicted on Exhibit "A" and described in Paragraph FIRST above, together with the right to enter upon the adjacent lands of SUBDIVIDER for the purpose of installing, construction, repairing, renewing, replacing and inspecting such main(s) and related facilities, if any.

**EIGHTH:** SUBDIVIDER will furnish to COMPANY immediately upon recordation thereof in the office of the Clerk of \_\_\_\_\_ five (5) copies of the final plat of said subdivision as approved by the \_\_\_\_\_ (T)  
(T)

**NINTH:** The ownership of the water main(s) laid hereunder shall at all times be in COMPANY, its successors and assigns.

**TENTH:** This Agreement shall be valid and binding on COMPANY only when executed by its Director of Engineering. (T)

**ELEVENTH:** This Agreement shall be binding upon the heirs, executors, administrators, successors and assigns of the respective parties.

**ISSUED:** May 18, 2018  
**EFFECTIVE:** July 15, 2018

Approved:

**ISSUED BY:** /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

**CANCELLED**  
September 10, 2018  
**KENTUCKY PUBLIC SERVICE COMMISSION**

**KENTUCKY PUBLIC SERVICE COMMISSION**  
**Gwen R. Pinson**  
Executive Director  
*Gwen R. Pinson*  
EFFECTIVE  
**7/15/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**TWELFTH:** Any notice given hereunder shall be deemed sufficient if in writing and sent by registered mail to COMPANY at 2300 Richmond Road, Lexington, Kentucky and to SUBDIVIDER at \_\_\_\_\_. (T)

**THIRTEENTH:** This Agreement is entered into pursuant to the legally established Rules and Regulations of COMPANY and the words, phrases and terms hereof are to be understood and interpreted in conformity with said Rules and Regulations, which are hereby incorporated herein by reference. (T)

Executed by the parties hereto in duplicate this the day and year first above written. (T)

WITNESS: KENTUCKY AMERICAN WATER (T)

By: \_\_\_\_\_  
(Director of Engineering) (T)

\_\_\_\_\_  
(Date) (N)

SUBDIVIDER: (N)

\_\_\_\_\_  
\_\_\_\_\_  
(N)

Phone #: \_\_\_\_\_ (N)

Fax #: \_\_\_\_\_ (N)

Email: \_\_\_\_\_ (N)

WITNESS: (N)

By: \_\_\_\_\_  
(Signature) (N)

\_\_\_\_\_  
(Print or type name) (N)

ISSUED: May 18, 2018

EFFECTIVE: July 15, 2018

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Approved:

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

---

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

---

EFFECTIVE  
**7/15/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)



---

(Title/Position)

(N)  
(N)

**CANCELLED**

September 10, 2018

**KENTUCKY PUBLIC  
SERVICE COMMISSION**

---

ISSUED: May 18, 2018  
EFFECTIVE: July 15, 2018

ISSUED BY: /s/ Nick O. Rowe  
Nick O. Rowe  
President  
2300 Richmond Road, Lexington, KY 40502

Approved:

**KENTUCKY  
PUBLIC SERVICE COMMISSION**

**Gwen R. Pinson**  
Executive Director

*Gwen R. Pinson*

EFFECTIVE  
**7/15/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**CANCELLED**

**APPLICATION FOR SPECIAL CONNECTION**

September 10, 2018

**KENTUCKY PUBLIC SERVICE COMMISSION**

Account No.	
Contract No.	
WBS Element No.	

This Application, made in duplicate 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 service, consisting of the right to connect a service pipe to a public water main on \_\_\_\_\_ in Lexington and attach to said service pipe the following fixtures and openings:

**One (1) \_\_\_\_\_-inch fire service to supply \_\_\_\_\_; one \_\_\_\_\_-inch service line, post indicator and valve with all related fittings to supply a sprinkler system of approximately \_\_\_\_\_ sprinkler heads, covering approximately \_\_\_\_\_ square feet of \_\_\_\_\_ space;**

all of which fixtures and openings to be located within or upon the premise 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 alteration, addition or deletion contemplated in the pipes, fixtures, openings and appurtenances and use of the WATER COMPANY, APPLICANT agrees that, except for those facilities which the WATER COMPANY maintains, APPLICANT is and will be solely responsible for the design, adequacy, function and maintenance of the service referred to in this Application.

**KENTUCKY PUBLIC SERVICE COMMISSION**

*Gwen R. Pitsuri*  
Executive Director

**EFFECTIVE**  
**7/15/2018**  
PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

**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 of Engineering 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.

**EIGHTEENTH:** That the APPLICANT or his agent is responsible for payment of the deposit for the estimated cost of construction to WATER COMPANY. To the extent there is any refund to be made at the end of the project after all costs are accrued, such refund will be paid to the APPLICANT by check made payable to the APPLICANT. To the extent that any amount is owed to WATER COMPANY at the end of the project after all costs are accrued, payment of such amounts is the responsibility of the APPLICANT. To the extent the APPLICANT owes any of the refunded amount to the contractors, APPLICANT agrees it is responsible for these amounts owed and that WATER COMPANY has no responsibility in that regard.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



\* **Phone:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
\* **Email:** \_\_\_\_\_

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 of Engineering

Date

