

**CANCELLED**

January 12, 2026

**AGREEMENT FOR SPRINKLER SYSTEM AND FIRE SERVICE CONNECTION**

This agreement, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ between \_\_\_\_\_, (“Applicant”), whose address is \_\_\_\_\_ and McCreary County Water District, P.O. Box 488, Whitley City, Kentucky 42653, (“the District”) (collectively “the Parties”);

**WITNESSETH:**

WHEREAS, the District operates a central water system in McCreary County, Kentucky for domestic, livestock, lawn, garden and other uses;

WHEREAS, Applicant proposes to construct a private fire protection system to protect its facilities located at \_\_\_\_\_ and has requested water service for that fire protection system from the District’s water distribution system;

Now THEREFORE, in consideration of the premises and mutual covenants and conditions hereinafter set out, subject to the Rules and Regulations of the District and Kentucky Public Service Commission, it is hereby understood and agreed by the parties hereto as follows:

1. “Private fire protection system” means a private hydrant, automatic fire sprinkler system, standpipe or other appurtenances that the Applicant installs to assist in extinguishing fires.
2. Applicant shall take the necessary actions to obtain the approval of the appropriate governmental agencies, including the Kentucky Department of Housing, Buildings and Construction, of its proposed fire protection plans and specifications.
3. Applicant shall obtain the approval of the Kentucky Department of Housing, Buildings and Construction and the Kentucky Department of Public Health and any other applicable governmental agency of the proposed means of prevention of cross-connection or backflow prevention. At a minimum, Applicant shall install double-acting backflow preventers to the proposed fire protection system.
4. Applicant agrees to install all pipelines and appurtenances in accordance with the specifications of the District’s existing or planned distribution system.
5. Applicant agrees to pay the cost of all materials and installation of proposed service lines, including any lines and appurtenances outside of Applicant’s property necessary to serve the proposed fire protection system. Applicant further agrees to pay the cost of the upsizing of existing water lines or construction of parallel water lines to provide adequate pressure and volume at the point of delivery.
6. Applicant agrees to convey to the District full and unencumbered legal title to the facilities installed by the Applicant between the District’s main and delivery point. If water service to the fire protection system is provided through an unmetered connection, the delivery point shall be that point where the service line crosses on to the Applicant’s property. If water service to the fire protection system is provided through a metered connection,



**KENTUCKY PUBLIC SERVICE COMMISSION**  
 Linda C. Bridwell  
 Executive Director

*Linda C. Bridwell*

**EFFECTIVE**  
**3/22/2023**  
 PURSUANT TO 807 KAR 5:011 SECTION 9 (1)

metering point and includes the main valve pit. Upon conveyance of such facilities, the District assumes full responsibility for the operation and maintenance of those facilities.

7. If water service to the fire protection system is provided through a metered connection, the Applicant shall pay a meter connection fee of \$\_\_\_\_\_ for a \_\_\_\_\_-inch meter service connection. This fee is for one service connection only. Any additional service connection for Applicant's property must be separately contracted.

8. Applicant shall be assessed a monthly minimum charge of \$\_\_\_\_\_, which is intended to recover the costs identified in 807 KAR 5:095, Section 5(3) and shall be charged the lowest rate block set forth in its filed tariff for water actually used.

9. If water service to the fire protection system is provided through an unmetered connection, the Applicant shall (a) annually provide to the District its reasonable estimate of water usage for flushing, testing or other purposes and the basis for its estimate; and (b) provide within one month after water service is used to fight a fire its estimate of the water usage to fight the fire and the basis for its estimate.

10. If Applicant's fire protection system includes a fire sprinkler system, Applicant shall annually report to the District (a) the location of the fire sprinkler system, (b) any change in the fire sprinkler system's operating status; (c) the performance of any required maintenance on the fire sprinkler system; and (d) the results of any test or inspection of the fire sprinkler system that 815 KAR 10:060 requires.

11. Applicant agrees and warrants that the fire protection system will be maintained in good and correct condition so as to prevent water loss and contamination of facilities. Should the Applicant fail to properly maintain its fire protection system, the Applicant agrees to reimburse the District for the cost of water loss due to effects of Applicant's failure. Applicant further agrees that its failure to properly maintain its fire protection system constitute adequate grounds for the District to terminate water service to the Applicant.

12. Applicant acknowledges that the District's water distribution system is designed primarily for rural domestic consumption and is not designed nor intended for use for fire protection. Applicant relies upon the District's system for fire protection at its own risk and assumes full responsibility for the consequences of such reliance.

13. Applicant acknowledges the District does not guarantee to furnish at all times any given quantity of water at any given pressure for fire uses or for general purposes.

14. Applicant agrees to indemnify and hold harmless the District from any claim for damages for any loss Applicant suffers because of non-availability of water, loss of water pressure, reduced flow, or any other act or omission of the District.

15. Applicant agrees to comply with and be bound by the District's Rules and Regulations, now in force or as hereafter duly and legally supplemented, amended and revised. Applicant agrees to pay for water at such rates, time and place as shall be agreed to the imposition of such penalties for noncompliance as Rules and Regulations, or which the District has or hereafter adopts and imposes.

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16. Applicant acknowledges that Applicant's failure to water charges duly imposed will result in the following consequences: (a) Nonpayment after the due date of the original bill will result in a penalty of **10 percent** of the delinquent amount; (b) Nonpayment within twenty (20) days from the mailing date of the original bill may result in termination of service; and (c) A **termination fee of \$12.50** and a **reconnection fee of \$12.50** will be assessed if service is terminated for non-payment.

17. Applicant agrees that no present or future source of water will be connected to any water lines served by the District's water lines and will disconnect from Customer's present water supply prior to connecting to and switching to the District's system and will eliminate present or future cross-contamination.

18. The District shall furnish, subject to the limitations set out in its Rules and Regulations and its rate schedules filed with the Public Service Commission of Kentucky now in force or as hereafter duly and legally supplemented, amended, or changed, water service to Applicant in connection with the fire protection system to be served by this agreement.

19. If water service to the fire protection system is provided through a metered connection, the District agrees to permit a valve pit at a point adjacent or near the Applicant's facility.

20. Water service will be provided after the installation of all lines and appurtenances is completed and the Applicant has conveyed title to all lines and appurtenances, including any valve pit, to the District. The District If service is dependent on the extension or construction of any District facility, service will not be available until such construction is completed.

APPLICANT: MCCREARY COUNTY WATER DISTRICT:

\_\_\_\_\_  
Signature Signature

\_\_\_\_\_  
Print Name Title

WITNESS: WITNESS:

