



## **Application for Special Connection Terms and Conditions**

**First:** A copy of the Application shall be submitted by the Applicant to the fire department and division of plumbing having jurisdiction of the Premise to be served, and the Applicant shall provide to the Water Company, contemporaneously with submission of this Application to the Water Company, written evidence of such submission.

**Second:** The entire private service system on the Applicant's Premise shall be subject to inspection and testing. The Water Company or its representative shall have the right to enter the Premises of the Applicant at any reasonable time for the purposes of making such inspections as it may deem necessary, and to attach any testing device or use any means which it may deem necessary to determine if the uses of the service pipe and appurtenances are as described in this application.

**Third:** That the ownership of the service line and appurtenances shall comply with the current tariff regarding service lines on file with the Missouri Public Service Commission.

**Fourth:** A shut-off valve of a design approved by the Water Company shall be installed on said service pipe at or near the supply Distribution Main as approved by the Water Company and a detector device may be required on said portion of Customer's service line at such location as might be determined by the Water Company. Such detector device shall be installed and maintained by and at the expense of the Applicant; all other pipe fixtures and appurtenances shall be constructed and maintained in good condition by and at the expense of the Applicant, except that, if a detector device is utilized which requires a by-pass meter, the by-pass meter (and only the by-pass meter) shall be furnished, installed and maintained by the Water Company.

**Fifth:** Any fire line vault and vault cover to house the detector device and related valves, fittings, etc., if required, shall be constructed in accordance with Water Company's specifications at the expense of the Applicant, subject to prior approval and inspection of the Water Company. On dual purpose water service lines the installation costs of the service line and appurtenances including all applicable overheads shall be at the expense of the Applicant. Residential combination services serving one or two family dwellings only the meter and service line from the Water Company's distribution main to the Applicants property line shall be maintained by the Water Company.

The combination service configuration for one or two family residential premises that is sized to meet residential sprinkler fire flows will be considered an oversized Domestic

Service Line and must conform to the rules for service connections as set forth in the Tariff Rules pertaining to general service lines. An “Application for Special Connection” must be completed and approved in writing by the Water Company, as well as by the applicable Fire Protection Authority.

**Sixth:** The shut-off and service control valves shall be operated by the Water Company, except during times of fire and testing, when it shall be under the control of the applicable Fire Protection Authority and/or the authorized fire suppression testing company and the Applicant agrees to obtain approval of said Fire Protection Authority of this application.

**Seventh:** All hydrants and other fixtures and openings (other than control valves) connected to the private fire protection service shall be kept closed and sealed, and not open or used except during times of fire and testing purposes. Upon extinguishment of each fire or following each test, Applicant shall immediately ensure the closure of such fixtures and notify the Water Company. Whenever a private fire protection service system is to be tested, the Applicant shall notify the Water Company and Fire Authority at least one (1) week in advance of such proposed test, requesting approval of the day and hour on which such test is to be made.

**Eighth:** No anti-freeze or other chemical or agent shall be introduced in sprinkling systems or in any pipe, fixture, appurtenances, or other portion of the Applicant’s service system, unless written approval has been received from the Water Company.

**Ninth:** The Water Company shall not be considered in any 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. The Water Company shall not in any way or under any circumstance be held liable or responsible for personal injury, death, property damage, or any other claim of loss following or resulting from: the termination or discontinuance of the Applicant’s service; a deficiency in the pressure, volume or supply of water while meters or service lines are being repaired or replaced, unless such injury, damage or loss is due to the willful misconduct or gross negligence of the Water Company.

**Tenth:** That this application does not contemplate uses of fixtures other than herein stated. If a supply of water for use other than the suppression of fire is desired by the Applicant, then same shall be taken only through a service pipe separately connected with the water main of the Water Company and not connected directly or indirectly with the service pipe contemplated by this application unless an approval for a dual purpose split or combination service line is requested per this application process. Any waste of water or use of water for purposes other than the suppression of fire through this connection shall be deemed a violation of the terms and conditions of this application and the rules and regulations of the Water Company unless authorized in writing by the Water Company per this Application.

**Eleventh:** The Applicant shall furnish, attach and make a part hereof, electronic project site and mechanical plans. These plans shall show the following items, but not limited to, pipes, valves, hydrants, tank, standpipes, sprinkler systems, hosing outlets, backflow

prevention devices and all connections and appurtenances and other openings contemplated in this application along with a Plumbing Permit number from the division of plumbing having jurisdiction of the Premise to be served. All plans must also show any other water supply system and pipelines and appurtenances, and /or cross connections which may exist on the Premises. There shall be no connection between such other supply and pipes connected to the Water Company's mains. All plans shall be drawn in accordance with accepted engineering principles and drawing standards and the fire protection system so drawn shall conform to all applicable local, state and national plumbing and fire protection codes. All plans must include the seal of a Professional Engineer licensed in the State of Missouri or the signature of a qualified fire protection systems designer and such engineer or designer shall furnish a statement, with supporting calculations based on fire flow test data, that the proposed fire protection system includes a fail safe cut-off switch or similar device within such system which will not allow the pressure of the Water Company's mains to be reduced below Water Company designated pressure at any time during operation or testing of the fire protection system.

**Twelfth:** Where applicable, a Plumbing and/or Building Permit number from each public agency having jurisdiction over the installation of the Water Service Line in question, shall be furnished, attached and made a part hereof this Application to the Water Company.

**Thirteenth:** The Water Company can refuse to provide water service through facilities that do not comply with the Water Company's Rules, Regulations and Specifications pertaining to the nature and/or location of service lines or any other water facilities owned and maintained by the customer.

The Water Company may refuse, at the sole discretion of the Water Company, to sell a service tap in an existing main if adequate service, flow and/or pressure are not available for the requested additional usage as described in this Application. In such a situation, a main extension will be required to provide for the necessary additional supply from the closest adequate and reliable source in the Water Company's distribution system as determined by the Water Company as provided in the rule for Extension of Company's Water Mains.

**Fourteenth:** If private fire hydrants are included as part of this Application, they shall be painted any color other than that adopted, from time to time, by the Water Company for public fire hydrants.

**Fifteenth:** The right and obligations of the Applicant hereunder shall be further subject at all times to the rates, rules and regulations of the Water Company that now exist or which may hereafter be adopted.

**Sixteenth:** The Applicant agrees to obtain fourteen (14) days in advance the approval of the Water Company for any change, alteration, addition or deduction contemplated in the pipes, fixtures, appurtenances, openings and uses herein specified to comply with Missouri Department of Natural Resources Rules.

***Seventeenth:*** The Water Company has the right to discontinue or disconnect said service pipe and terminate this application, upon written notice given in advance by the Water Company to the Applicant as indicated in the Rule for Termination/Discontinuance of Water Service, for failure to pay any bill when due, or for any violation of any of the terms and conditions of this application, or for any violation of its rules, and in emergencies also has the right without notice to shut off all or any part of its facilities and discontinue the service when deemed necessary by the Water Company for the purpose of making any repairs, alterations, additions, or to prevent possible contamination through cross-connected facilities of the Applicant or to prevent negligent or willful waste of water through the facilities of the Applicant.

An Applicant who receives both domestic water and fire protection services through a combination or split service line acknowledges that discontinuance of service for any reason will result in the discontinuance of fire protection service.

***Eighteenth:*** Upon acceptance of this application by the Water Company and the completion of the service connection herein contemplated, this application shall be in full force and effect as a contract and shall continue as such until cancelled by written notice given in advance by the Applicant to the Water Company as indicated in the Rule for Termination/Discontinuance of Water Service, except as otherwise provided in numbered paragraph Seventeenth above.

***Nineteenth:*** For residential single or two family premises combination services only, the meter used to measure the water usage may not be a “fire flow” meter designed and warranted for use on residential fire suppression systems.