



APPLICATION FOR SPECIAL CONNECTION RI2-2016

This application made this _____ day of _____ 20____ by _____ (a corporation, business, or entity in the State of _____) hereinafter called the "Applicant", to the EASTSIDE UTILITY DISTRICT doing business in HAMILTON and BRADLEY COUNTIES, TN hereinafter called the "Water Company".

The Applicant, upon the terms and conditions hereinafter set forth, hereby applies to the Water Company for private fire protection service consisting of the right to connect a(n) _____ inch water service pipe to the street water main of the Water Company on (address) _____ between (street) _____ and (street) _____ in the county of _____ and attach to said water service pipe the following fixtures and openings: _____ all of which fixtures and openings to be located within or upon the premises of the Applicant abutting the street on which the said water 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 at the time of application and as amended 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 is subject to the prior approval of the fire department having jurisdiction of the premises to be served.

Second: That the entire private fire protection system on Applicant's premises shall be subject to the inspection, test and approval of the Water Company. Its representatives shall have the right to enter the premises of the Applicant at reasonable times 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 per the Water Company Specifications and maintained in good condition by and at the expense of the Applicant. All pipes and fittings shall be constructed of Ductile Iron.

Fourth: That a Double Check Detector Assembly (DCDA), 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 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 by-pass meter only, used with the detector device, shall be Sensus SR II[®] Low Lead 5/8" Displacement Type Magnetic Drive Cold Water Meter, with Pit Pad and Leads.

Fifth: That a gate valve with 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. Said valve shall be installed in a valve pit or vault which shall be furnished, installed and maintained by and at the expense of the Applicant and in accordance with Water Company Specifications. If required, a High Flow Fire Meter; Sensus Omni F² Meter shall be installed in the same valve pit or vault on the inlet side of the DCDA at the expense of the Applicant.

Sixth: That all hydrants and other fixtures connected to the private fire protection 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 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 anti-freeze 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, but only at times of fire on said premises, such supply of water as shall then be available and no other 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 of 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 any other cause whatsoever.

Ninth: That this application does not contemplate uses of fixtures other than those herein stated. 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. Unauthorized use of water from the Fire System will be considered Utility Theft; an act considered to be a felony in the State of Tennessee.

Tenth: That if private fire hydrants are included as part of this Application, they shall be painted any color other than “Safety Red” or “Safety Yellow” color adopted by the Water Company for public fire hydrants.

Eleventh: That the Applicant shall furnish, attach and make a part hereof, five (5) 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 of which may exist on the premises to be served.

Twelfth: That no pipe, fixtures or appurtenances connected with the private fire protection service system served by this application shall be connected with any pipe, fixtures or appurtenances supplied with water from any other source, unless specifically approved in writing by the Water Company.

Thirteenth: That the Applicant agrees to obtain in advance the approval of the Water Company for any change, alteration, addition or deduction 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 has specifically agreed to provide and maintain, Applicant is and will be solely responsible for the design, adequacy, function, testing, and maintenance of its private fire protection 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 leakage within the Applicant’s system, for violation of any other 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 and discontinue the service without notice when deemed necessary 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 Department of Conservation and Environment or other duly authorized public authority, (3) if fraudulent or unauthorized use of water by the 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 pipe 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: That upon acceptance of this application by the Water Company, payment of the monthly Special Connection Fee, Tapping Fee and approval by designated Water Company Inspector of installation of valve pit or vault for the purpose of fire protection, the Water Company will immediately begin billing the minimum monthly charge for water access, any metered amount indicated by the bypass meter and, if required, high flow fire meter in the valve pit or vault.

Seventeenth: The acceptance of this application by the Water Company must be executed by its General Manager or Inspector before same becomes effective.

IN WITNESS WHEREOF the Applicant has hereunto signed the day and year first above-written.

Applicant's Name
(Please Print or Type)

WITNESS:

Signature

Signature & Title of Applicant or Duly Authorized Rep

Approved this _____ day of _____, 20__.

WITNESS:

Signature

Signature of Water Supply Officer, Fire Marshall, or
Fire Chief with Jurisdiction

IN WITNESS WHEREOF, the Water Company hereby accepts the foregoing Application this _____ day of _____, 20__.

Witness:

EASTSIDE UTILITY DISTRICT

Signature

Manager or Inspector