



11101 104 Avenue
Grande Prairie, AB
T8V 8H6
aquatera.ca

HYDRANT USAGE & METER CART RENTAL AGREEMENT

AGREEMENT made the _____ day of _____, 20__

BETWEEN:

AQUATERA UTILITIES INC.
("Aquatera")

OF THE FIRST PART

and

(" the Contractor/Renter")

OF THE SECOND PART

This agreement between Aquatera and the Contractor/Renter is for the use of Aquatera’s meter cart assembly to record the water consumption by the Contractor during their project.

WHEREBY IT IS AGREED:

1. The Term of this Agreement will commence on the date above and end on October 1, 2021
2. If either party wishes to renew the Agreement for an additional two (2) years, it will give notice to the other party no later than sixty (60) days before the end of the term.
3. Meter cart can be connected to Hydrants or Blow offs.
4. Both parties agree to the following Terms and Conditions:

TERMS AND CONDITIONS:

- i. Upon acceptance and approval by Aquatera of this Agreement, the Contractor/Renter shall pay Aquatera a refundable deposit for each meter cart assembly prior to receiving.
- ii. The Contractor/Renter shall make application for meter cart usage by calling 780.830.7061 ext 1 or emailing accounts.receivable@aquatera.ca
- iii. Aquatera will provide and install meter cart assembly, depending on availability.
- iv. Contractor/Renter will pay a water consumption rate or rental rate depending which is greater for the period the meter cart is being held by the Contractor/Renter.
- v. It is the expectation that the meter carts be returned to Aquatera in good working condition, when they are no longer being used or at the end of the season October 1, 2020. Meter cart rentals can extend past October with written approval by Aquatera and contractor/renter takes precautions to keep cart from freezing conditions.
- vi. Meter carts are outfitted with a 2 ½” connection. Any adapters required by the Contractor/Renter to connect to the 2 ½” hose will be at their discretion and cost.
- vii. The Meter Cart Assembly Form is to be signed by the Contractor/Renter and Aquatera at the time of meter cart installation. This assembly form states the meter cart condition, serial number, last meter read, and Hydrant or blowoff number. Aquatera will connect the meter cart at any requested hydrant or blow-off nearby the Development project.

- viii. After this time, the meter cart assembly becomes the responsibility of the Contractor/Renter until it has been returned to Aquatera and the Meter Cart Assembly Form is filled out to document the return of the meter cart assembly.
 - i. The meter cart assembly will be inspected for damages upon return to Aquatera. Any charges resulting from required repair of damaged equipment will be invoiced to the Contractor/Renter. Please note, the Contractor/Renter will be held responsible for lost or damaged equipment and hydrants (all equipment must be protected from freezing).
 - ii. Any damage, including lost, stolen, or unrepairable to the meter cart assembly is the responsibility of the Contractor/Renter and will be charged back at actual cost plus 15%.
- ix. Contractors/Renters may set-up a meter cart assembly provided Aquatera has performed the initial set-up at that location. Once the initial set-up and documentation is completed by Aquatera, the contractor/renter may remove the meter cart assembly from that location for security reasons, weather changes, etc. It is mandatory to leave the meter cart assembly at the original documented location.
- x. If the contractor/renter requires set-up at a new location or subdivision, Aquatera must be contacted with reasonable notice to have the meter cart assembly set-up by Aquatera to properly document its new location and perform the necessary tests for turbidity and optimal chlorine.
- xi. If the contractor/renter requires a meter cart assembly at a location that has already had an initial set-up, an email to accounts.receivable@aquatera.ca from the foreman stating the cart has been moved is required.
- xii. The location of the cart is to be known by Aquatera at all times.
- xiii. The contractor/renter must provide a monthly photo of the cart meter read, hydrant number, and location to be email to accounts.receivable@aquatera.ca at Aquatera's request.
- xiv. Aquatera will check the hydrant/blow off for any damage when contractor/renter is finished with hydrant.
- xv. Aquatera will supply a dedicated operator to ensure prompt service for installation, relocation, and removal of the meter cart assembly.
- xvi. The Contractor/Renter is to only use the metered water from the meter cart and under no circumstances is to connect to the unmetered hydrant port as per City of Grande Prairie bylaw C-1365.
- xvii. The Contractor/Renter is to report immediately any damage or malfunctioning hydrant/blow off(including the hydrant number if possible and location) to Aquatera at 780.830.7061 ext 1.
- xviii. The Contractor/Renter will be billed as per the attached rate schedule.
- xix. Failure to abide by Terms and Conditions within this agreement may result in loss of hydrant and meter cart use privileges without notice.
- xx. Aquatera reserves the right to refuse use of a hydrant or a meter cart assembly.
- xxi. Meter carts remain the sole property of Aquatera.

RATES SCHEDULE

Deposits

Every Contractor/Renter shall pay a minimum deposit of \$4,000.00 per hydrant meter cart assembly prior to receiving the meter cart assembly. Deposits may be assessed and increased if an invoice is not being paid within 30 days from invoice date.

Once Aquatera signs off on any damages or repairs to the meter assembly, and inspected to check it is in the same condition in which it was received. The deposit shall be refunded in full only when all account charges are paid in full and the meter cart assembly is returned to Aquatera .

Interest will not be paid on this deposit.

Usage Rates

The contractor shall pay for water supplied at the current Bulk Water Rate.

Rental Rates

When the meter cart assembly is in the possession of the contractor/renter, rental rates will be charged if consumption billed is less than \$1000.00/month.

Rental rates are calculated on a prorated basis for partial months. (i.e. 18 days' possession of a meter cart assembly; $\$1000/31 \text{ days} = \$32.26 \times 18 \text{ days} = \560.68 minimum charge). Included in this fee is two(2) regular \$85 Meter cart relocation and 1 After hours \$170 move.

Lost/Stolen or Damage Beyond Repair

1. Current cost of each cart is approximately \$4,500 + GST.
2. An additional 15% handling charge will be invoiced

The cost of replacement is subject to market fluctuations.

EQUIPMENT ISSUED BY AQUATERA (each location):

- 1 – Meter cart
- 1 – 1-meter length of fire hose to connect to Hydrant or Blow off.

METER CART OPERATING PROCEDURE

To remove (for safekeeping, or relocation – with permission):

1. Turn off hydrant or Blow off.
2. Open up gate valve on meter cart to ensure that all pressure is relieved/drained.
3. Remove hose from hydrant or Blow off.
4. Allow hydrant to drain back prior to putting cap back the on hydrant.
5. Disconnect hose from meter cart.
6. Under no circumstances can the contractor connect to a new hydrant at a new project or new location without contacting Aquatera Utilities Inc. Failure to comply will result in loss of cart and deposit.

To install:

1. Check hydrant for any visible defects. Please report all defects to 780.830.7061 ext 1.
2. Remove one of the small nipple caps, then check to see that all the other caps are tight.
3. Open the hydrant slowly by turning the operating nut in a counterclockwise direction until you hear a hissing noise. Stop at this point and allow barrel to fill.
4. Attach a short hose (1-2 meters) to the hydrant or blow off then attach the meter cart to the other end of the hose. **METER SHOULD NOT be hooked directly to the hydrant.** The hose must be used from the hydrant to the meter cart.
5. **Slowly** open the flushing valve to allow any air to escape. Once all the air has escaped close the flushing valve and continue to **slowly** open the hydrant or blow off operating nut until **fully open**. Open hydrant fully to avoid damage.
6. Use only the flushing valve to control the water flow.
7. When closing the hydrant, always close **slowly** in a clockwise direction to avoid water hammer.
8. If the Contractor chooses to leave the hydrant charged while unattended it is at the Contractor's sole risk and responsibility. It is recommended that hydrants be de-pressured while unattended.
9. If the Contractor discovers any problems during the operation of the hydrant, please call our 24 hour line at 780.882.7800.

All signed Hydrant & Meter cart rental usage Agreements must be returned to Aquatera at the address below for approval. A notice required or permitted to be given pursuant to this Agreement shall be sufficiently given if transmitted by facsimile, sent by e-mail or single registered mail addressed as follows:

To Aquatera: **Aquatera Utilities Inc.**
11101 104 Avenue
Grande Prairie, Alberta T8V 8H6
Phone: 780.830.7061 ext 1
Fax Number: 780.357.5920
E-mail: accounts.receivable@aquatera.ca

To the Contractor: Legal Name: _____
Contact: _____
Mailing Address: _____

Tel: _____
Email: _____
Address or Hydrant number to connect to: _____
Provide purpose for use of meter cart : _____

I agree to the terms and conditions within this agreement and agree to pay rates as outlined in the rate schedule.

AQUATERA UTILITIES INC.

Per: _____

Name and Position

_____ Date

CONTRACTOR

Per: _____

Name and Position

_____ Date

Aquatera Utilities Inc. is committed to safeguarding personal information entrusted to us by our customers. We manage personal information that is reasonable, transparent and legal. We collect only the personal information that we need for the purpose of providing services to our customers. This personal information is being collected and will be used to administer the Aquatera Hydrant Usage Agreement Process. This personal information is protected by our Customer Privacy Policy which can be viewed at aquatera.ca.