

## **HYDRANT USAGE AGREEMENT**

**AGREEMENT** made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

**BETWEEN:**

**AQUATERA UTILITIES INC.**  
("Aquatera")

OF THE FIRST PART

and

\_\_\_\_\_  
(" the Contractor")

OF THE SECOND PART

This agreement between Aquatera and the Contractor is for the use of Aquatera's hydrant meter cart assembly to meter hydrant water usage by the Contractor in their operations.

**WHEREBY IT IS AGREED:**

1. The Term of this Agreement will commence on the date above and end on April 30, 2020.
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. In the event, the parties will negotiate rates and fees to be paid and other terms and conditions. If agreement on such matters is not reached by the expiration of the Term, neither party will have further obligations to the other.
4. Both parties agree to the following Terms and Conditions:

**TERMS AND CONDITIONS:**

- i. Upon acceptance and approval by Aquatera of this Hydrant Usage Agreement, the Contractor shall pay Aquatera refundable deposit for each hydrant meter cart assembly annually prior to receiving a hydrant meter cart assembly.
- ii. The Contractor shall make application for hydrant meter cart usage by calling Collections at 780.830.7061 ext 1 or emailing [accounts.receivable@aquatera.ca](mailto:accounts.receivable@aquatera.ca)
- iii. Aquatera will provide a hydrant meter cart assembly, depending on availability.
- iv. Contractor will pay a usage rate or rental rate depending which is greater for the period the hydrant meter cart is being held by the Contractor.
- v. It is the expectation that the hydrant carts be returned to Aquatera when they are no longer being used or at the end of the construction season whichever comes first.
- vi. Hydrant meter carts are outfitted with a 2 1/2" connection. Any adapters required by the Contractor to connect to the 2 1/2" hose will be at their discretion and cost.
- vii. The Hydrant Meter Cart Assembly Form is to be signed by the Contractor and Aquatera at the time of hydrant meter cart installation. This form describes the hydrant meter cart assembly description and condition, and documents that an operational review has been performed by Aquatera and received by the Contractor.

- viii. After this time, the hydrant meter cart assembly becomes the responsibility of the Contractor until it has been returned to Aquatera and the Hydrant Meter Cart Assembly Form is filled out to document the return of the hydrant meter cart assembly.
  - i. The hydrant meter cart assembly will be inspected for damages upon return to Aquatera. Any charges resulting from the repair of damaged equipment will be invoiced to the Contractor. Please note, the Contractor will be held responsible for lost or damaged equipment and hydrants (all equipment must be protected from freezing).
  - ii. Any damage to the hydrant meter cart assembly is the responsibility of the Contractor and will be charged back at actual cost plus 15%.
  - iii. If a hydrant meter cart assembly is lost, stolen or damaged beyond repair, the Contractor will be charged the full cost of replacement plus 15%.
- ix. Contractors may set-up a hydrant 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 may remove the hydrant meter cart assembly from that location for security reasons, weather changes, etc. It is assumed the hydrant meter cart assembly will be at the original documented location until Aquatera is notified by the contractor.
- x. If the contractor requires set-up at a new location or subdivision, Aquatera must be contacted with reasonable notice to have the hydrant meter cart assembly set-up by Aquatera to properly document its location and perform the necessary tests for turbidity and optimal chlorine.
- xi. If the contractor requires a hydrant meter cart assembly at a location that has already had an initial set-up, an email to [accounts.receivable@aquatera.ca](mailto:accounts.receivable@aquatera.ca) from the foreman stating the cart has been moved is necessary. The location of the cart is to be known by Aquatera at all times.
- xii. Aquatera must be contacted when the contractor finished using a hydrant in order for the hydrant to be properly checked, drained or pumped and documented.
- xiii. Aquatera will supply a dedicated operator to ensure prompt service for installation and removal of the hydrant meter cart assembly.
- xiv. As an additional service, upon specific request, Aquatera agrees to install and remove hydrant meter carts at the beginning and end of each work day, for a fee. This can be arranged in advance by providing an install and removal schedule to Aquatera.
- xv. The Contractor is to only use the metered water from the hydrant meter cart and under no circumstances is to connect to the unmetered hydrant port.
- xvi. The Contractor is to report immediately any damage or malfunctioning hydrant (including the hydrant number and location) to Aquatera at 780.830.7061 ext 1.
- xvii. The Contractor will be billed as per the attached rate schedule.
- xviii. Failure to abide by Terms and Conditions within this agreement may result in loss of hydrant use privileges without notice.
- xix. Aquatera reserves the right to refuse use of a hydrant or a hydrant meter cart assembly.
- xx. Hydrant meter carts remain the sole property of Aquatera.
- xxi. The Contractor hereby indemnifies and saves harmless Aquatera from any costs, claims or actions which may be demanded from or brought against Aquatera arising out of any such matters or otherwise pursuant to any matter arising under this Agreement.

## **RATES SCHEDULE**

### **Deposits**

Every Contractor shall pay a minimum deposit of \$4,000.00 per hydrant meter cart assembly prior to receiving the hydrant meter cart assembly. An extra deposit may be levied at three times the monthly charges whichever is greater if the account is not kept in good standing with Aquatera. The deposit will remain in trust with Aquatera until such time as the contractor requests a refund and all conditions below have been met.

The deposit shall be refunded when all account charges are paid in full and the hydrant meter cart assembly is returned to Aquatera in the same condition in which it was received. Aquatera must sign off on any damages or repairs to the hydrant meter cart assembly.

Interest will not be paid on this deposit.

### **Usage Rates**

The contractor shall pay for water supplied at the presiding Bulk Water Rate (rates are subject to change.)

### **Rental Rates**

When the hydrant meter cart assembly is in the possession of the contractor, 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 hydrant meter cart assemble;  $\$1000/31 \text{ days} = \$32.26 \times 18 \text{ days} = \$560.68$  minimum charge)

### **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.

## HYDRANT USE EQUIPMENT ISSUED BY AQUATERA (each location):

- 1 – Meter cart
- 1 – 1-meter length of fire hose

## HYDRANT CART OPERATING PROCEDURE

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

1. Shut hydrant off
2. Open up gate valve on meter cart to ensure that all pressure is relieved/drained
3. Remove hose from hydrant
4. Allow hydrant to drain back prior to replacing bung on hydrant
5. Disconnect hose from meter cart

### *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 flushing valve then attach the meter and back flow preventer to hose. **METER SHOULD NOT be hooked directly to the hydrant.** The hose must be used from the hydrant to the meter.
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 operating nut until **fully open**. The hydrant is equipped with a bleeder system that allows for self-drainage after usage. If the hydrant operating nut is not fully open the bleeder system will not function properly and may eventually cause 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 780.830.7061 ext 1.

All signed Hydrant 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: \_\_\_\_\_  
Preferred Method of Contact: \_\_\_\_\_

Provide purpose of use of hydrant: \_\_\_\_\_  
\_\_\_\_\_

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.*