WATER DISTRICT NO. 7
JOHNSON COUNTY, KANSAS
534 W. Main · P.O. Box 7 · Gardner, KS 66030-0007
O: 913.856.7375 · F: 913.856.7173 · www.water7.com

FIRE HYDRANT METER AGREEMENT

THIS AGREEMENT, made and entered into this_____day of_____, 20_____,

by and between:_____, represented by
Name of Company/User

_____, such Company hereinafter called the
Name and Title of Company's Representative

USER, and Rural Water District No. 7, Johnson County, Kansas, hereinafter called the DISTRICT, do hereby agree to the following conditions:

1. The USER shall pay the DISTRICT a non-refundable System Access Fee of $3,600.00, which will be renewable upon usage in excess of 300,000 gallons or a period of three months, whichever occurs first.
2. The USER shall pay the DISTRICT a usage rate, pursuant to the current published rate schedule for Fire Hydrant Meter usage.
3. In addition, the USER shall also deposit an Application Fee with the DISTRICT the sum of $1,500.00, in exchange for the use of a DISTRICT fire hydrant meter (hereinafter "Meter") which may be returned to the User, in part or in full, pending no damage or defects to the equipment upon its return. If damage is noted, at any time during the operation, or return, of the fire hydrant meter, the DISTRICT will determine the cost for repairing such damage and deduct that cost from the deposit funds. If the USER is still using the fire hydrant meter, the DISTRICT will issue another fire hydrant meter (if available) and repair the original. Regardless, the cost of making any repair, including labor, is to be borne by the USER.
4. Damage to the DISTRICTS fire hydrants. If damage occurs to the DISTRICT's facilities, notably fire hydrants, the USER will be obligated to pay for any repairs made by the DISTRICT, to those facilities.
5. The USER shall regulate and operate the flow of water through a fire hydrant that the District has consented to allow the USER to use, according to DISTRICT specifications contained in the document attached hereto and entitled "Fire Hydrant Meter Care and Instructions". Water from the fire hydrant used by USER shall be used only for the purposes stipulated on the attached "Watering/Operation Plan" form.
6. The USER shall notify the DISTRICT 24 hours in advance of the intended schedule of water usage or withdrawal and of any schedule variations.
7. The USER assumes all responsibilities for the DISTRICT'S equipment and the uses of such and will be held accountable for all actions and uses of the DISTRICT'S equipment and facilities. The company agrees to comply with the DISTRICT'S Cross Connection Control Policy, as filed with the Kansas Department of Health & Environment, and agrees that backflow prevention devices shall be installed by the USER to protect the DISTRICT'S system from possible contamination. Representatives of the DISTRICT may, at any time, inspect the premises where the water is being used for the purpose of enforcing this provision and inspect the hydrant for damages The USER will make the DISTRICT equipment available, each quarter, for a visual

inspection. Violation of this or other provisions as set forth by the DISTRICT shall be grounds for immediate discontinuance of water service to the USER and forfeiture of their deposit.

8. The USER shall, by the 15th day of each month, for billing purposes, either: 1) take a current picture showing the Meter's reading and immediately submit (email) it to the District; or 2) take the Meter to the District's offices for the District to read. The USER agrees to pay for water used at the rate set out in the rate schedule adopted by the Board of Directors. Any changes made in the minimum monthly water charge and rate schedule by the Board of Directors of the District shall become a part of this agreement, as though fully set out herein.

9. The USER shall immediately return the Meter to the District when requested.

10. User agrees, to the fullest extent allowed by law, to indemnify and hold the District and its officers, employees and representatives ("Indemnitees") harmless from and against any liability, loss, damage, cause of action, penalty, fine, cost (including, but not limited to, attorneys' fees), claim or strict liability claim arising out of or in any way incident to USER's use of the Meter, or USER's contractors', subcontractors' or representatives' use of the Meter on account of personal injuries, death, damage to property or damage to the environment, regardless of whether such harm is to USER, the DISTRICT, Indemnitees, the employees or officers of either, or any other person or entity, and regardless of how such injury/death/damage is caused (by Indemnitees' negligence, the negligence of third parties, or otherwise). USER's duties under this paragraph shall survive the termination, revocation, or expiration of this Agreement.

FIRE HYDRANT METERS ARE AVAILABLE FOR TEMPORARY USE FIRE HYDRANT METER RATES AS OF SEPTEMBER 1, 2021		
Refundable Security Deposit		$ 1,500.00
System Access Fee	Renewable upon 300,000 gallons used or every 3 months	$ 3,600.00
Monthly Minimum		$88.64
Water Rate		$1.023/100 gallons

The USER hereby agrees to the terms and conditions of the above AGREEMENT.

Signature of Company Representative: _____

Company: _____

Billing Address: _____

_____

Phone Number: _____

Email: _____

Signature of District Manager: _____

WATERING/OPERATION'S PLAN

Please include all pertinent information that allows a comprehensive review of the request.

Company Name:	
Reason for usage:	
Hydrant location:	
Usage Information	
Estimated Rental Duration:	
Days of use:	
Hours of use:	
Gallons/day:	

FIRE HYDRANT METER CARE AND INSTRUCTIONS

Strict observance of these rules must be followed, or meter privileges will be withdrawn.

1. The DISTRICT will inspect USER'S truck and/or verify and approve backflow prevention device and installation.
2. DISTRICT staff will be allowed to observe fire hydrant operations at any time.
3. The DISTRICT reserves the right to determine access points to its water supply system.
4. Only approved fire hydrant wrenches may be used on DISTRICT'S fire hydrants. No pipe wrenches, pliers, etc., may be used.
5. Fire hydrants must be opened a minimum of eight turns when in use. This ensures closure of drain down valve at bottom of hydrant.
6. Throttling of water flow must be controlled by gate valve on meter.
7. Meter must be removed from hydrant when not in use.
8. All hydrant caps must be replaced after use.
9. Care must be taken to ensure that no damage is incurred to Meter or fire hydrant. Any damage that does occur must be reported to DISTRICT promptly.
10. Violation of these terms will constitute a forfeiture of all rights in accessing the DISTRICT'S water supply system.
11. USER's usage is limited to the information provided above.

FOR OFFICE USE ONLY:

Account #:		
Meter Type:		
Serial #:		
Check-out date:		
Out Reading:		
Return Date:		
In Reading:		
Inspected:	Refund full $1500	Refund partial $1500*
*Notes:		
Final billed date:		
Final bill paid:		
Security Deposit Refund Issued:		