

**Kirkwood Meadows Public Utility District
Fire Hydrant/Hydrant Meter
Application**

This Application is made this _____ day of _____, 20____ by and between _____, hereafter referred to as “Applicant”, and the Kirkwood Meadows Public Utility District, hereafter referred to as “District”, who agree as follows:

1. RECITALS. This Agreement is made with reference to the following recitals:
 - 1.1. Applicant is desirous of having District-supplied water in the vicinity of _____, in Kirkwood, to be used for construction, pressure washing, street sweeping or other purposes pre-approved by the District.
 - 1.2. The District is able to supply this need for water through the use of a Hydrant Meter connected to Fire Hydrant # _____ located at _____.
 - 1.3. The Applicant and District realize that there are inherit risks with the use of a fire hydrant and hydrant meter in mountain areas, including freezing temperatures. If forecast calls for lows of 32° or below, the meter will be removed no later than 3:00pm that day. The Applicant understands after November 1st special hydrant meter use requirements found in Section 4.4 are in effect and additional fees may apply.

2. DISTRICT RESPONSIBILITIES:
 - 2.1. The District shall install a hydrant meter at the above location, or at the District’s discretion, at the closest hydrant to the Applicant’s requested location on _____.

The initial read on this hydrant meter is: _____.
 - 2.2. Water consumption will be deducted from the Applicant’s Hydrant Meter Deposit and/or billed if necessary, to the Applicant at the current District usage rate upon completion of the assigned hydrant use.
 - 2.3. The District shall remove the Hydrant Meter on _____, or when requested by the Applicant.

3. APPLICANT RESPONSIBILITIES:
 - 3.1. Applicant agrees to pay the District’s water consumption charge within 10 days of receipt of invoice.

- 3.2. Applicant shall use the utmost care in the operation of the Fire Hydrant and Meter. Applicant understands that fire hydrants must be turned slowly completely all the way on, and slowly all the way off, by using a large pipe wrench at the point located on top hydrant at the base of the tee handle. Applicants shall not climb, stand on or attempt to open and close hydrant by use of the tee-handle. **(Note: If a Fire Hydrant is turned only part way on or off, the automatic drain-down function of the underground valve will be activated, under-mining the fire hydrant.)** If it is found that the Applicant is not operating the fire hydrant correctly, and the fire hydrant is damaged, the Applicant shall be responsible for the repair of the hydrant.
- 3.3. The Applicant realizes that hydrant meters are susceptible to freezing. Applicant agrees to turn off the fire hydrant and drain the water out of the hydrant meter each evening and at any time freezing conditions may occur. If it is found that the Applicant fails to turn off the fire hydrant and/or drain down the meter, resulting in freezing of the hydrant meter, the Applicant shall be responsible for the repair or replacement of the meter.
- 3.4. Applicant realizes that failure to pay any consumption, replacement, repair or any other District invoice may result in termination of water service to the above-mentioned job site and other legal action.
- 3.5 Applicant shall comply with backflow protection requirements and install a double-check backflow prevention assembly downstream of the District meter, subject to District inspection before commencing use (if not installed on hydrant meter).
- 3.6 The Applicant is responsible for the safekeeping of the hydrant meter, valve and connections. The Applicant shall be liable for the loss or any damage sustained to the meter, valve or connections during its period of use.
- 3.7 Applicant shall ensure that there is no water leaking from the meter or other related equipment used with the meter.
- 3.8 Applicant shall follow all ordinances pertaining to water restriction and conservation.
- 3.9 Applicant shall not make an unmetered withdrawal of water from a fire hydrant. Use a fire hydrant valve to regulate the volume or flow of water withdrawn from the fire hydrant. Damage, destroy, or tamper with a meter installed on a fire hydrant. Withdraw water from a fire hydrant for subsequent resale. Mount any hydrant meter on a vehicle.

4. OTHER PROVISIONS:

- 4.1. There is a monthly service charge of \$50 for use of the meter.
- 4.2 There is a meter install/removal fee of \$50.00 per occurrence.
- 4.3. Applicant shall make a deposit in a form acceptable to the District in the amount of \$3,500. This deposit, less water usage, District labor, monthly service fees, meter install/removal fees and a nonrefundable fee of \$30, shall be returned to the Applicant once the supplied hydrant wrench is returned and the Meter is disconnected by the District and found to be in good working order.
- 4.4. Applicant understands that District staff will automatically remove all hydrant meters no later than November 1st. If an Applicant needs water service from a Fire Hydrant after November 1st, Applicant shall be responsible for the labor costs of District personnel to turn the fire hydrant on and off daily, at a cost of \$50.00 per occurrence.
- 4.5. Due to ongoing drought conditions in the State of California, the District's General Manager reserves the right to deny or limit access to water, and can remove the hydrant meter at any time, with or without notice.
- 4.5 The District may disconnect and confiscate the meter or any other related equipment at any time or interrupt service should it determine that Applicant has not complied with the terms of this agreement or that operation of the fire hydrant, meter or other related equipment constitutes a threat to public health or safety, the environment, the operation of the public water system, or contamination of the water supply.

AGREED TO:

By: _____

Print Name: _____

Date: _____