



FIRE HYDRANT USE AGREEMENT

Agreement entered into this ____ day of _____, _____ between Denver Southeast Suburban Water and Sanitation District (hereinafter "Pinery Water") and _____ hereinafter "Permit Holder".

Permit Holder has applied for a permit to use water from a hydrant owned by Pinery Water.

Pinery Water may issue a permit to take water from a hydrant for such uses as construction, cleaning or other events at the sole discretion of Pinery Water.

Fire hydrant permits are issued pursuant to the standards of Pinery Water and the terms and conditions set forth below.

Employees of Pinery Water shall be allowed to examine a hydrant permit and the physical connection at any time.

Water discharged from any hydrant meter or RP device shall be considered non-potable water.

HYDRANT PERMIT STANDARDS

Permit application and renewal.

Prior to issuance of any permit, a deposit in the amount of \$2,000 is required for each hydrant connection permit. No permit shall be issued until such deposit has been deposited into the Pinery Water account and has cleared. Such deposit shall be retained by Pinery Water, without interest, until Pinery Water determines that no damage has taken place to Pinery Water equipment and facilities, such deposit shall be released in whole or in part after deductions have been made for any damages to equipment and facilities and all amounts owed Pinery Water have been paid in full. In the event the entire amount of the deposit does not fully cover the amount of damages, the Permit Holder shall continue to be responsible for the entire cost of all damages to Pinery Water's equipment and facilities.

Hydrant permit fee is \$196.76 per month with a minimum of one month for each physical location which is payable at time of permit issuance. Invoices will be sent out monthly and are due and payable within 30 days, if not so paid a late fee of \$10 will be assessed. If payment is not received and becomes more than 30 days past due, the deposit shall be retained by Pinery Water until all permit fees and late fees are paid in full. Such failure to pay may result in the hydrant permit being revoked and hydrant use of water being terminated in the sole discretion of Pinery Water.

Indemnification. Permit Holder shall indemnify, (hold harmless), and defend Pinery Water and its officers, directors, employees, agents, affiliates, successors, and assigns against any and all losses, damages, liabilities, deficiencies, claims actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including (reasonable) attorneys' fees, that are incurred by Pinery Water, arising out of or related to any third-party claim alleging:

- (a) breach or non-fulfillment of any provision of this Agreement by Permit Holder or Permit Holder's Personnel;
- (b) any negligent or more culpable act or omission of Permit Holder or its Personnel (including any reckless or willful misconduct) in connection with the performance of its obligations under this Agreement;



- (c) any bodily injury, death of any person, or damage to real or tangible personal property caused by the negligent or more culpable acts or omissions of Permit Holder or its Personnel (including any reckless or willful misconduct);
- (d) any failure by Permit Holder or its Personnel to comply with any applicable federal, state, or local laws, regulations, or codes in the performance of its obligations under this Agreement; or
- (e) any other third party claim.

Insurance.

Permit Holder will, at its sole cost and expense, maintain in effect at all times during the term of this Agreement a policy of Commercial General Liability insurance with amounts and limits of not less than \$1,000,000 per occurrence.

Permit Holder will provide to Pinery Water a certificate of insurance, and endorsements required by this Agreement. All policies will be issued by carriers having ratings of Best's Insurance Guide A/VIII and/or Standard & Poor Insurance Solvency Review A-, or better, and admitted to engage in the business of insurance in the State of Colorado. All policies must be endorsed to be primary with the policies of Pinery Water being excess, secondary and non-contributing.

Such Commercial General Liability insurance policy shall contain an endorsement naming Pinery Water, its officers, directors, Pinery Water Manager and employees as additional insured parties with respect to all activities Permit Holder may perform under this Agreement, and shall include a notice provision requiring twenty (20) days written notice to Pinery Water prior to cancellation, reduction in coverage or limits or non-renewal of insurance.

Subcontractors may be allowed to use the Permit Holder's meter if the Permit Holder has provided prior written notice to Pinery Water identifying such subcontractor and indicating that the subcontractor has permission to use the meter. Permit Holder hereby acknowledges and agrees that Permit Holder is and shall be fully responsible for and indemnifies Pinery Water for the activities of any subcontractor permitted to utilize this Hydrant Permit (whether or not Permit Holder has so notified Pinery Water).

EQUIPMENT SETUP AND USE

Applicants shall contact the District office to schedule an appointment to complete hydrant and meter use orientation and training and to complete the necessary documents and payment of fees, walk-ins cannot be accommodated.

All hydrant meters must have a Reduced Pressure (RP) Backflow Prevention Assembly provided by the applicant which meets the following requirements:

- The test date must coincide within 90 calendar days of the effective date of the permit
- Test results must be submitted for verification and review by Pinery Water staff

The hydrant must be opened slowly with a hydrant wrench to prevent damage and the valve must be fully open. Hydrant damage will be charged to the Permit Holder. It is a violation when equipment in disrepair causes water waste or pressure spikes in the distribution system.

The meter and RP device shall remain on-site at all times during active construction.



The Permit Holder is responsible for ensuring proper support for the meter and RP attached to any Pinery Water hydrant. Acceptable meter and RP support means the meter and RP is:

- Properly supported at all times
- Away from areas prone to water pooling

VIOLATIONS AND PENALTIES

Any person involved in the unauthorized use of hydrant water will be charged for the water taken, the cost incurred to investigate and correct the use, penalty fees, and other remedies authorized by law or approved by Pinery Water.

Pinery Water may revoke any permit and Pinery Water equipment for reasons that include but are not limited to:

- Failure to remit payment to Pinery Water within 30 days of an invoice
- Any violation of the Fire Hydrant Use Policy
- Any other unauthorized use, misuse, theft or dishonesty involving Pinery Water hydrants or hydrant water use

After loss of privileges and denial of future permits, unauthorized use may result in criminal and/or civil charges.

MONTHLY WATER CONSUMPTION

The Permit Holder is responsible for any water consumption through the hydrant meter.

All consumption charges must be paid to Pinery Water on a monthly basis (within 30 days of invoice).

Reporting consumption

Monthly water consumption, including zero consumption, must be reported to Pinery Water no later than the 7th of each month. The Permit Holder shall contact Pinery Water to schedule an on-site meeting for the meter reading. Verbal reports are not accepted.

Penalty for failure to report

Failure to report monthly meter readings on time and in sequence may result in revocation of permit and forfeiture of the \$2,000 deposit.

AUTHORITY AND NOTICES

Authority. The party signing this agreement on behalf of the Permit Holder represents to Pinery Water that such party has full power and authority to execute, deliver, and perform this Agreement.

Notices. All notices must be in writing and (a) delivered personally, (b) sent by United States certified mail, postage prepaid, return receipt requested ("US Mail"), (c) placed in the custody of a nationally recognized overnight carrier for next day delivery ("Carrier"), and will be deemed given (i) when received, if delivered



personally, (ii) 4 days after deposit, if sent by US Mail, and (iii) the next business day after deposited with a Carrier during business hours on a business day. All notices shall be delivered to the following addresses, or such other address as is provided by one party to the other in accordance with this Section:

IF TO PINERY WATER:

Denver Southeast Suburban Water and Sanitation District
5242 Old Schoolhouse Road
Parker, CO 80134
Attn.: Heather Beasley, District Manager

IF TO PERMIT HOLDER:

Attn: _____

IN WITNESS WHEREOF, the parties have hereunder entered this Agreement on the date first written above.

PERMIT HOLDER:

a _____

By: _____
_____, _____

Date: _____, 20__

PINERY WATER:

DENVER SOUTHEAST SUBURBAN WATER AND SANITATION DISTRICT,
D/B/A PINERY WATER AND WASTEWATER DISTRICT, a quasi-municipal
corporation and political subdivision of the State of Colorado

By: _____
Authorized District Representative

Date: _____, 20__