



City of Spearfish Water Utility Department Fire Hydrant Meter Policy & Agreement

Fire Hydrant Meter Rental

A Fire Hydrant Meter Rental Agreement form must be completed and submitted to the Water Utility Department prior to meter rental and/or installation. A new form is to be completed for each hydrant meter connection. The Meter Rental Agreement is available at the Utility Office.

Requirements for Fire Hydrant Meter Rental

1. Fire Hydrant Meter Rental Agreement to be completed by responsible party
2. 24 hours' notice prior to installation and disconnection of meter

Water Usage Fee

Bulk water usage and rental fees will be set by resolution. The City will calculate and bill the water usage, rental fee, damages to the hydrant meter, if any, and other associated fees each month. An invoice will be sent to the contractor, reflecting monies due on the account. Monthly billing will continue the duration of the contractor's possession of the hydrant meter.

General Information

Public Works personnel will install and remove the hydrant meter upon 24 hours' notice of the request. If the temperature is below freezing, the user shall shut off the fire hydrant, open the meter unit and allow it to drain after each use. The user shall be responsible for damage to frozen meter units and/or fire hydrants.

The contractor is responsible for the care and location of the hydrant meter. The full replacement cost for damaged, lost or stolen meters will be the responsibility of the contractor. If meter is relocated from initial set up location or upon completion of project, the contractor must notify the Utility Office with current location by calling 605-642-1325 or emailing utilities@cityofspearfish.com.

Agreement

This Fire Hydrant Meter Agreement, hereafter called “agreement” is made and entered by and between the City of Spearfish, hereafter called the “City”, and the company/contractor requesting rental use of a hydrant meter, hereafter called the “Contractor” who hereby agrees as follows:

1. The City does hereby grant the use of a fire hydrant meter to the Contractor subject to all other conditions, provisions and terms expressed herein.
2. The City will invoice water usage and associated fees each month the duration of possession of meter by the Contractor.
3. The City shall have the right to and may at any time increase the rates charged for such use with notification to the Contractor.
4. The City shall have the right to terminate this Agreement at any time.
5. The Contractor shall have the right to terminate this Agreement with 24 hours’ notice.
6. The meter shall be located on the fire hydrant specified within this Agreement, but may be moved by City personnel or Contractor. The new location must be provided to the Utility Office within 24 hours of meter relocation.
7. The meter unit including valves, meter, backflow prevention devices and other parts shall only be serviced by City personnel.
8. The Contractor shall operate fire hydrants according to “Fire Hydrant Operating Procedures”, Attachment A to this Agreement and incorporated by reference.
9. The contractor shall continuously support the fire hydrant meter unit while it is connected to a fire hydrant according to “Detail for Support of Fire Hydrant Meter Assembly”, Attachment B to this agreement and incorporated by reference. The Contractor agrees to notify the City if the provided support is damaged or not supporting the meter as detailed.
10. Contractor shall be responsible for alterations or damage to the meter and shall not attempt to repair or adjust it in any manner. Contractor agrees that any alteration or damage to the meter shall result in repair or full replacement cost, which will be the full responsibility of the Contractor.
11. The Contractor will bear full responsibility for the cost of the meter unit if a hydrant meter is stolen while in possession of the Contractor. The theft shall be reported immediately to the Spearfish Police Department and the Spearfish Utility Department. The account will be closed, and the Contractor will be billed the full replacement cost of the hydrant meter. If the meter has been stolen before the time of the monthly reading, the usage will be estimated by the City based on the history of usage, size of the project and other factors.
12. The Contractor agrees to pay all charges as fully assessed by the City and covenants that the water withdrawn under the terms of this Agreement will be solely for the purposes authorized under the existing laws, ordinances, regulations or policies of the City.
13. The Contractor covenants and agrees to indemnify, hold harmless and defend the City, its agents and employees, from and against any and all claims for damages to persons or property of any nature whatsoever, whether real or asserted, arising out of or caused by the use by the Contractor or any of its agents or employees for water withdrawn from the water system of the City, under or by

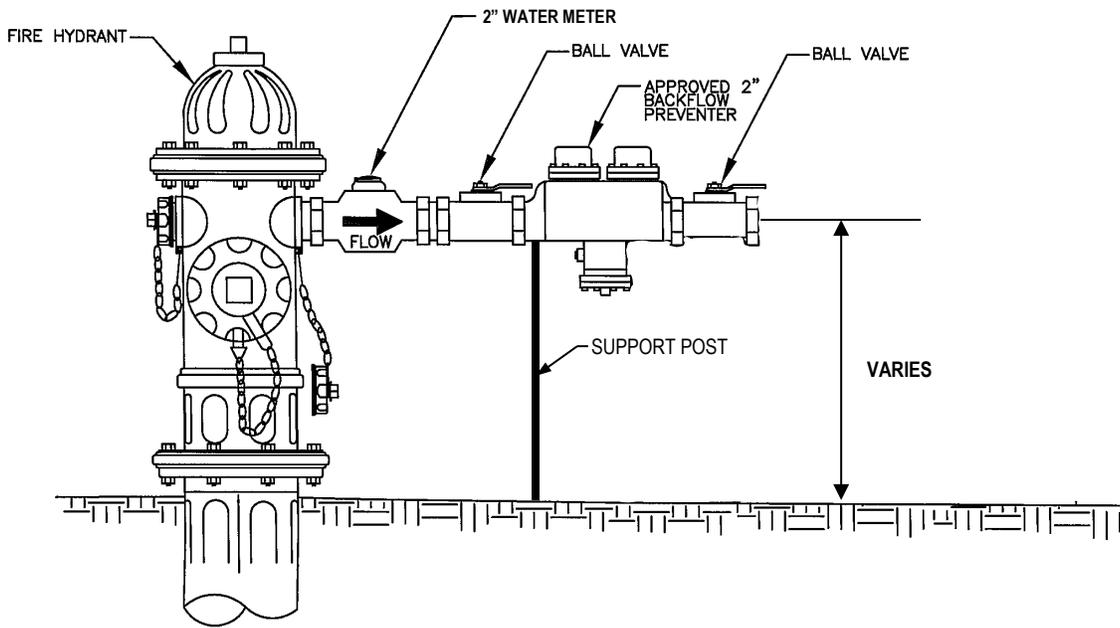
virtue of this agreement or arising out of or caused by failure of the Contractor or any of its agents or employees to perform any of its duties or obligations hereunder.

14. This agreement shall remain in full force and effect during any period of time that any water meter is in possession of the Contractor. It is further contemplated that this agreement shall be and is hereby made applicable to any and all fire hydrant meters to which the Contractor is grant permission to use by the City.
15. The undersigned in their respective capacities represent that they are authorized to execute this agreement.
16. The parties to this Agreement agree that it shall be construed, governed and enforced under the laws of the State of South Dakota. Situs of this agreement is agreed to be Lawrence County, South Dakota.
17. This agreement shall be binding upon and inure solely to the benefit of the parties hereto and their respective successors and assigns, and no other person shall acquire or have any right under or by virtue of this Agreement. This agreement may not be assigned or transferred by either of the parties without 90 days written consent of the other party hereto.
18. This agreement may be altered, extended, changed or amended in writing by mutual agreement of the parties hereto when dated and attached hereto without altering the other terms of this agreement. Amendments regarding changes in prices for services provided under this Agreement may be made by the parties by giving 30 days written notice prior to the effective date of such price change.
19. If any provision hereof shall be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof.

Fire Hydrant Operating Procedures

1. The Contractor is responsible for following these procedures and may be held liable for repairs or damage and have other enforcement actions taken against them for not adhering to these procedures. Fire hydrant connection is allowed to City of Spearfish public hydrants. Connection to a private fire hydrant is prohibited.
2. Prior to operation, the Contractor shall verify the hydrant, meter and backflow prevention are secure and not moveable, and in the event that they are unstable, damaged, leaking or unsafe, should immediately stop using them and call 605-642-1325 to report the situation.
3. The Contractor shall:
 - a. Use a fire hydrant wrench specifically designed and manufactured to open and close a fire hydrant.
 - b. Not use any additional torquing device to open or close a fire hydrant.
 - c. Not leave hoses or appurtenance connected to a fire hydrant when not in use.
4. The Contractor shall operate a fire hydrant properly by slowly opening the hydrant to a fully open position when in use and slowly closing the hydrant to a completely closed position when not in use. When a fire hydrant is first opened, the barrel or housing of the hydrant fills with water. Fire hydrants are designed with a drain or weep hole at the base of the hydrant, which allows any water contained in the hydrant to drain out to keep:
 - a. The water from stagnating in the barrel of the hydrant,
 - b. The internal parts of the hydrant from rusting or seizing up and keep the hydrant from freezing in the winter. A hydrant operated in a partially opened or closed position will cause water to blow out from the hydrant's drain or weep hole into the bedding material supporting the hydrant. This blown out water will wash out the bedding material supporting the hydrant thus possibly causing damage to the hydrant and creating a safety hazard.
5. The hydrant must be opened slowly to allow the barrel time to fill, and the Contractor should feel snug resistance at the top of the counterclockwise turn. The Contractor should not use the hydrant until it is fully opened.
6. To close the hydrant, the Contractor must perform the final several closing turns slowly to prevent damage to the water main. The hydrant must be fully closed until the Contractor can feel snug resistance at the bottom of the clockwise turn. Do not over tighten.
7. To minimize wear and tear and minimize costly damage due to opening and closing of hydrants, the Contractor may not use the hydrant valve to regulate the volume or flow of water withdrawn from the fire hydrant. Instead:
 - a. For fire hydrant mounted meters, the Contractor shall leave hydrants open during times of routine use unless there is danger or freezing and control the volume or flow withdrawn from the hydrant using the valve installed by the City on the meter.
 - b. When using the valve on the meter, care should be taken to slowly open and close the valve to prevent "water hammer" within the city main resulting in compensable damage.

Standard Fire Hydrant Meter Installation Detail



Contact and Billing Information

Company/Contractor: _____ Company Phone: _____

Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Primary Contact: _____ Contact Phone: _____

Primary or Company Email: _____

Initial Meter Location: _____

I have read and acknowledge receipt of the City of Spearfish Hydrant Meter Policy and Agreement.

Signature _____ Date: _____