

NORTH WELD COUNTY WATER DISTRICT

32825 CR 39 • LUCERNE, CO 80646

P.O. BOX 56 • BUS: 970-356-3020 • FAX: 970-395-0997

WWW.NWCWD.ORG • EMAIL: WATER@NWCWD.ORG

Hydrant Meter / Bulk Water Usage Agreement Small User (Non-Oil and Gas Development)

Date: _____

Company Name: _____

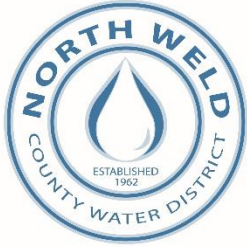
Billing Address, City, State, Zip: _____

Phone: _____

I understand that it is a violation to haul or use Colorado-Big Thompson (C-BT) water outside the boundaries of Northern Colorado Water Conservancy District (Northern Water or NW) as shown by the interactive online map at this link - <http://www.northernwater.org/WaterProjects/DistrictBoundaries.aspx> OR <http://www.northernwater.org/WaterProjects/LocationMap.aspx>

By signing this form and the attached Authorization to Bind Company form, I certify that I have the authority to represent the Company listed above, and that this company will comply with all NW rules, policies and procedure governing the use of Colorado-Big Thompson and Windy Gap Project water, as well as all rules, policies and regulations of the North Weld County Water District (District). The NW and District rules and regulations include but are not limited to existing, amended and future reporting and accounting procedures as well as all other Rules and procedures that may be adopted by District now or at any time in the future. Company hereby acknowledges receipt of all current and applicable Rules, procedures, and regulations as well as acknowledging understanding of said Rules, regulations and procedures and the proper methodology to comply with any and all such Rules, regulations and procedures as required by District. This Company agrees that the District shall have the right to perform an audit of the Company's water billing and/or usage records at any time. I agree that at the sole discretion of the District, if any water is used outside the Northern Water (NW) boundaries, the meter deposit will be forfeited and water rental is terminated.

NW Rules and reporting forms also make reference to "Other Water". The District has very limited supplies of "Other Water" that may be available for use outside of NW boundaries. However, District will not provide any such "Other Water" to be utilized outside of NW boundaries without prior written approval by District upon terms and conditions at the exclusive and sole discretion of District. "Other Water" cannot be used outside of NW boundaries without District preapproval and any such use shall be deemed a violation of this Agreement with resulting forfeiture of meter deposit and termination of water rental along with all other remedies as permitted by this Agreement.



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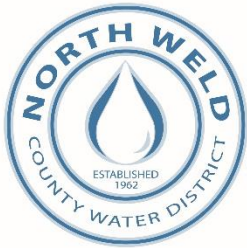
Rates: This Company agrees to pay the rate per 1,000 gallons (Kgal) that is the District's current rate at the time the interim or the final meter reading is provided to the District. This Company further agrees to pay a meter rental fee of \$5.00 per day/ \$25.00 per week.

Indemnification: Company hereby expressly agrees to indemnify, defend and hold District and all of its agents, employees, officials, and licensors (collectively, "Indemnified Parties") harmless from and against any and all liability and costs, including, without limitation, attorney's fees and costs, incurred by the Indemnified Parties in connection with any claim arising out of any breach by Company of this document, or any of the representations, warranties, disclaimers and covenants contained herein, including but not limited to any liability for use of water provided under this document outside the NW boundaries. Additionally, Company shall be responsible for and subject to all penalties including monetary and/or replacement water for any violation of any rule, regulation, or policy of NW as well as reimbursing District for all water and/or losses of water, water penalties and resulting damages. District reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by Company, subject to reimbursement by Company, and Company shall not in any event settle any matter without the written consent of the District.

Name and Title: _____

Company: _____

Signature: _____



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Attachment to North Weld County Water District Hydrant Meter / Bulk Water Usage Agreement

AUTHORIZATION TO BIND CORPORATION

The Owner(s)/ Member(s)/ Board of Directors of _____ Corporation

Hereby resolve to authorize:

Signature: _____

Date: _____

Name: _____
(Type/Print)

Title: _____

Signature: _____

Date: _____

Name: _____
(Type/Print)

Title: _____

Signature: _____

Date: _____

Name: _____
(Type/Print)

Title: _____

to negotiate and enter into on behalf of the Corporation any water hauling agreement and associated indemnification of the North Weld County Water District for the use of water provided under such agreement terms. The undersigned hereby affirms he/she is a duly authorized agent of the Corporation and that the statements contained in this document are true and complete to the best of his/her knowledge. The undersigned further affirms that the applicant accepts, as a condition of the grant, the obligation to comply with all applicable State and Local requirements, policies, standards and regulations regarding water use. The undersigned further affirms that the Corporation shall be bound by any agreement he/she executes pursuant to reliance of any third party on this document. The undersigned recognizes this is a public document and is open to public inspection.

Signature: _____
(Corporate Officer/Agent's Signature)

Date: _____

Name: _____
(Type/Print)

Title: _____

When changes to this authorization occur please submit an updated Authorization to Bind form within ten (10) working days.

All signatures MUST be in blue ink.

Bulk Water or Construction Water

North Weld requires an Agreement and deposit to rent a construction meter or use the Fill Station. Please contact the office for further information on obtaining the Agreement.

The refundable deposit is required for the rental of a Construction Meter or permission and codes necessary to use the District Fill Station. The deposit is currently \$1,100.00 per Meter or Code and is payable by check, cash, or credit card. The deposit will be returned once the meter is returned and the final bill has been paid.

The bulk water rate is currently \$17.37 per thousand gallons.

The District currently has 1 Fill Station location in which any company may fill:

Location 1: Approx. ½ mile east of Hwy 85 on WCR 88 – south side of the road (or ½ mile east of WCR 35)

** You may see other sites at which companies are obtaining water – these sites have been reserved by that company and arrangements have been made with the homeowner, landowner, subdivision, or business.

A company may wish to place their deposit on “hold” in which the District will retain the deposit funds for future rentals even if the company has returned the meter and paid the final bill.

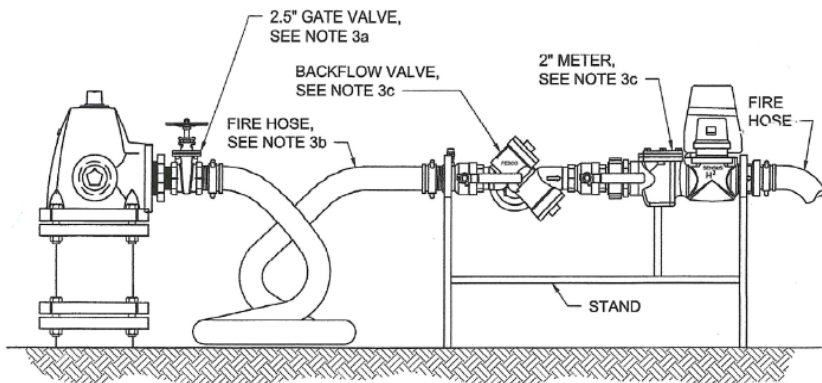
The District will contact the renter on the second week of each month for a meter reading. Usage invoices will be completed and mailed by the 21st of the month and payable upon receipt.

Applicable to rental of Construction Meters Only:

Daily rental fee of a physical construction meter is \$5.00 per day (\$25.00 per week – you are not charged for the weekend however you may use the meter on the weekends). District holidays (full days only) will not be charged a daily rental fee.

If the renter has problems or issues with the meter, valve, or fittings – please contact the District and we will repair or exchange the meter. Do not try to disassemble and/or try to fix the problem (The RPZ has to be tested for backflow and by leaving it alone, may prove part of the assembly still works). The renter is responsible for the meter and will be billed accordingly for any damage occurring to the meter, valves, fittings, or hydrants. Don't forget to NOT leave the construction meter outside overnight during cold nights below 32 degrees to avoid freezing parts. If a meter goes missing, please contact the District immediately and report the possible theft. It is advised that you take precautions to secure the meter and do not leave the meter unattended. Make sure that the water hydrant is potable (Red/yellow), not non-potable (purple).

Construction meters cannot be used at the locations of **Bridle Hill** and **Wildwing**.



INITIALS: _____

Note the Meter Length is 42" and the Stand is 19" W x 22" H x 34" L