



FIRE HYDRANT METER AGREEMENT

Revised 10/23/2024

STATE OF TEXAS
COUNTY OF DENTON

FIRE HYDRANT WATER METER
AND/OR FIRE HYDRANT USAGE AGREEMENT

THIS FIRE HYDRANT WATER METER AND/OR FIRE HYDRANT USAGE AGREEMENT, hereinafter called "Agreement" is made and entered into this date by and between the Town of Northlake, hereinafter called the "Town", and the contractor listed below and upon the accompanying water service application, hereinafter called "Contractor", and hereby agree as follows, to wit:

1. That the Town does hereby grant the use of a fire hydrant and/or a fire hydrant water meter to Contractor subject to all other conditions, provisions and terms expressed herein.
2. That the Town shall charge the in-town commercial/industrial water rate for usage in accordance with the current adopted fee schedule of the Town and shall have the right and may at any time increase the rates charged for such use with or without notification to Contractor.
3. That the Town shall have the right to terminate this Agreement at any time.
4. That upon such termination or upon demand by the Town, the Contractor shall return said meter or reading of a company meter to the Town Water Department located in the Public Works Building at 1400 FM 407, Northlake, Texas.
5. **THAT THE METER OR COMPANY METER SHALL BE RETURNED TO THE WATER DEPARTMENT LOCATED IN THE PUBLIC WORKS BUILDING AT 1400 FM 407 NORTHLAKE, TEXAS 76247, BETWEEN THE 20th AND 25th OF EACH MONTH FOR MONTHLY READING AND PRIOR TO EXPIRATION OF THIS AGREEMENT FOR A FINAL READING.**
6. **A FAILURE ON THE PART OF THE CONTRACTOR TO OBTAIN A READING IN COMPLIANCE WITH PARAGRAPH 5 SHALL BE DEEMED A BREACH OF THIS AGREEMENT, AND CONTRACTOR EXPRESSLY AGREES TO PAY A FEE IN THE AMOUNT OF \$250.00 PER INCIDENT WITH EACH MONTH DURING THE AGREEMENT AND FOLLOWING EXPIRATION OF THIS AGREEMENT CONSIDERED A SEPARATE INCIDENT. SUCH PAYMENT SHALL BE DEEMED AS A CHARGE AND NOT BE DEEMED AS A CREDIT OR A REFUNDABLE PAYMENT.**
7. Upon acceptance of a meter, including any backflow assembly, from the Town or use of a Town fire hydrant, the Contractor certifies that the meter and backflow assembly and/or fire hydrant is in good working condition. The Contractor shall be responsible for alterations or damage to the Town's meter and backflow assembly or fire hydrant. He shall not attempt to repair or adjust in any manner. Contractor agrees that any alterations or damage to the meter and backflow assembly or fire hydrant shall work a forfeiture of his deposit, the same to be considered liquidated damages.
8. **CONTRACTOR COVENANTS AND AGREES TO IMDEMNIFY, HOLD HARMLESS AND DEFEND THE TOWN, 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 OF ANY OF HIS AGENTS OR EMPLOYEES, OF WATER WITHDRAWN FROM THE WATER SYSTEM OF THE TOWN, UNDER OR BY VIRTUE OF THIS AGREEMENT OR ARISING OUT OF OR CAUSED BY THE FAILURE OF THE CONTRACTOR OR ANY OF ITS AGENTS OR EMPLOYEES TO PERFORM ANY OF ITS DUTIES OR OBLIGATIONS HEREUNDER.**
9. Contractor agrees to pay all charges lawfully assessed by the Town and covenants that the water withdrawn under the terms of this application will be solely for purposes authorized under the existing laws, ordinances, regulations, or policies of the Town.
10. To insure the safety and protection of fire hydrants for fire protection, any person authorized to open the fire hydrant shall use only an approved fire hydrant wrench and shall replace the caps on outlets when the same are not in use; failure to do so shall be sufficient cause to prohibit further use of the hydrants and to refuse to grant subsequent permits for the use of fire hydrants and meters.
11. Contractor agrees to limit the maximum flow from the hydrant to 100 gpm. The Contractor must receive written approval from the Public Works Director to exceed 100 gpm.
12. Contractor agrees to pay a **deposit of \$3,000.00**. The full deposit will be returned if, in the Town's sole discretion, there is no damage to the fire hydrant and/or fire hydrant water meter, and all costs and fees have been paid under this Agreement. The Town may keep the full deposit if the fire hydrant and/or fire hydrant water meter is lost, stolen, irreparably damaged, or otherwise returned non-functional. Furthermore, contractor agrees to pay a **monthly rental fee of \$100.00** in addition to charges for water usage. The monthly rental fee shall be waived if Contractor is using his own authorized meter.
13. The Town does have a cross connection program. Before connecting to the Town water supply the Contractor shall make sure his water container is cross connection safe. The Contractor is responsible to use a physical device (i.e. double check for meters provided by the Town) or an air gap on his truck/water containers so that a back flow does not occur.
14. This Agreement shall remain in full force and effect during any period of time that any water meter or use of Town's fire hydrants are being used by the Contractor for a term to expire on the 25th of the sixth month following the date of this agreement. Upon expiration the Contractor must enter into a new agreement to continue the use of any Town fire hydrants and/or fire hydrant water meters.

DATED this _____ day of _____, 20____ and EXPIRES on the 25th day of _____, 20____.
TOWN OF NORTHLAKE CONTRACTOR

BY: _____
Town Representative (signature)

BY: _____
Contractor Representative (signature)

Town Representative (print)

Contractor Representative (print)