



FIRE HYDRANT METER APPLICATION for UTILITY SERVICE

All Contractors must have a valid registration and an active permit - COM, SFD, DEV, or CIP through the Town before a fire hydrant meter can be checked out.

Date: _____ PERMIT, COM, SFD, DEV, CIP, or AEC # _____

Business Name: _____ Tax ID # _____

Billing Email: _____

If you prefer to receive bills via US Mail instead, initial here: _____

Billing Address: _____

City: _____ State: _____ Zip Code: _____

Customer Name: _____

Driver's License #: _____ State: _____ Date of Birth: _____

Phone # _____ Cell Phone # _____

Purpose of Meter: _____ Duration Meter Is Needed: _____

List Fire Hydrant Meter Location Below – Cross Street Meter Size Requested: 1" ____ or 3" ____

Street Name:

Street Name:

Customer Signature _____ Printed Name _____

(Office Use Only)

Date: _____

Process Date: _____

Account # _____

Meter #: _____

Turn on Read: _____

Method of Payment: _____

Deposit Amount \$: _____

Receipt #: _____

Work Order #: _____

Initials: _____

Town of Flower Mound Representative: _____

DATE CHECKED:

CHECKED BY:



Town-Issued Fire Hydrant Meters Summary of Agreement

To use water from a Fire Hydrant, a meter must be obtained from the Town.

DEPOSIT:	3-inch meter	\$1,000.00
	1 inch meter	\$ 500.00

Listed Below is a Schedule of the Town's Current Rates:

WATER:	\$347.70 (minimum billed on a 3" fire hydrant meter)
	\$ 76.76 (minimum billed on a 1" fire hydrant meter)
	\$ 9.16 per thousand gallons for the use of a fire hydrant meter

The billing cycle for all Fire Hydrant Meters runs from the 25th to the 25th of the following month. Fire Hydrant Meters checked out prior to the 25th of the billing cycle will be billed the minimum rate for water usage unless the usage is greater than 2,000 gallons. If usage is greater than 2,000 gallons the minimum charge will incur, and additional usage will be billed based on the number of gallons used.

- (a) The Town of Flower Mound issues fire Hydrant Meters (Meter(s)) for water usage on projects to contractors/customers on a short-term basis. A meter may not be used for long-term irrigation or other uses where a permanently installed meter would be appropriate. No garden hose adaptors shall be allowed to be connected to a 3" Meter, only large diameter hoses will be allowed to be connected to the Meter for large bulk-type watering, such as filling storage tanks. Any contractor, customer, builder, or person found to be using a garden hose will be assessed a penalty of \$250.00 and billed to the account.
- (b) The contractor/customer shall submit the application fee and complete a Meter application stating the exact location for the meter installation. The Applicant shall provide the reason or need for the Meter and an approximate time frame the Meter will be in service. Should additional time be required, the contractor/customer shall notify the Utility Billing Division and provide a written request for an extension. At the conclusion of each project, it will be necessary to finalize the Meter reading. Upon request, the application will be updated for the new project location, time frame and transferring of applicable fees. The use of a Meter other than what's indicated on the application or without a deposit and application shall be confiscated immediately. The contractor/customer must use a Town-issued Meter for the provision of temporary water and pay any applicable fees.
- (c) After the contractor/customer discontinues service, an inspection will be required. The cost and expenses related to any damages or missing parts shall be withheld from the contractors/customer's deposit.
- (d) It will be the sole discretion of the Town to recall a Meter due to Stage Two Water Conservation Measures or higher. During Stage Two Water Conservation Measures or higher, it shall be necessary to obtain approval from the Director of Public Works for the issuance of Meter.
- (e) The deposit for the Meter will be credited to the contractors/customers account when service is discontinued, pending any charges for damaged, lost, or stolen Meters. Issuance of a Meter shall be contingent upon the approval and execution of a Fire Hydrant Meter Use Agreement in essentially the form attached hereto as Exhibit A.
- (f) All readings must be faxed, emailed and/or physically brought to the Utility Billing office between the 20th and 25th of each month. No readings will be accepted over the phone. – **FAILURE TO TURN IN A READ WILL RESULT IN A NON-READ PENALTY OF \$150.00.**



EXHIBIT A
STATE OF TEXAS
COUNTY OF DENTON
TOWN OF FLOWER MOUND

FIRE HYDRANT METER USE AGREEMENT

(Revised 10/07/2019)

This Fire Hydrant Meter Use Agreement ("Agreement") is made between _____ (hereinafter called the "CONTRACTOR") and the Town of Flower Mound, Texas, a municipal corporation (hereinafter called the "Town").

In consideration of the mutual covenants contained in this Agreement and other valuable considerations, the receipt of which is acknowledged, the parties do hereby agree as follows:

1. Pursuant to the terms and conditions set out in this Agreement and subject to Section 70-57, "Town-issued Fire Hydrant Water Meter(s)," of the Code of Ordinances, Town of Flower Mound, Texas ("Code"), the Town grants a revocable license to CONTRACTOR to use the following fire hydrant meter number _____ and the backflow prevention assembly (hereafter called "Equipment").
2. The CONTRACTOR shall use the Equipment only in the manner for which it was designed and intended, subjecting the Equipment to ordinary wear and tear only. The CONTRACTOR shall not permit any Equipment to be used in violation of any federal, state, or municipal laws, ordinances, rules or regulations, or in a manner that is contrary to the provisions of this Agreement. **THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE TOWN HARMLESS FROM ANY AND ALL FINES, FORFEITURES, DAMAGES OR PENALTIES RESULTING FROM USAGE OF THE EQUIPMENT OR VIOLATIONS OF THE TOWN'S ORDINANCE AND/OR THEIR AGREEMENT BY THE CONTRACTOR.**
3. Only Town-issued fire hydrant meter(s) for water usage on projects for contractors, builders, and/or customers are to be used and operated on the Town's water system and such use shall be on a short-term basis only. Fire hydrant meters may not be used for long-term irrigation or other uses where a permanently installed water meter would be appropriate.
 - (a) All readings must be faxed, emailed, or the Equipment physically brought to the Customer Service Department during regular business hours for a meter reading between the 20th and 25th of each month. If the CONTRACTOR fails to fax, email, and/or physically bring the meter in for a reading between the 20th and 25th of each month, the account shall be assessed a non-read penalty as provided for in the fee schedule found in Appendix A of the Code.
 - (b) If a negative reading is turned in, the CONTRACTOR will be billed the negative usage from the last read turned in.
 - (c) The Town has the right, at a time and date of the Town's choosing, to inspect all fire hydrant meters on a monthly basis.

4. The use of a garden hose adaptor will not be allowed to be connected to a three-inch (3") fire hydrant meter; only large diameter hoses will be allowed to be connected to the fire hydrant meter for large bulk-type watering, such as filling storage water tanks. If a CONTRACTOR is in violation of section four of this Agreement, a penalty as set forth in the fee schedule found in Appendix A of the Code will be assessed and added to the CONTRACTOR'S current water bill, which Contractor agrees to pay. If a CONTRACTOR requires the use of a small temporary meter for completing stone and/or brickwork or for any other purpose and a garden hose would be required, one may be checked out upon submitting the applicable fee, completing an application for service and executing a new fire hydrant meter use agreement.
5. The Town reserves the right to recall a fire hydrant meter due to Stage Two (2) Water Conservation Measures or higher. During Stage Two (2) Water Conservation Measures or higher, it will be necessary to obtain the approval of the Director of Public Works and/or the Director's designee, for the issuance of a fire hydrant water meter.
6. The term of this Agreement shall commence on this the _____ day of _____, _____, and ends when the Equipment is returned in good condition, excepting normal wear and tear or as otherwise provided herein.
7. The CONTRACTOR agrees to pay the water bill to the Town on or before the twenty-fifth day of each month starting on the 25th day of _____, _____. The current minimum fee for a fire hydrant meter will be charged each month for the possession and use of the Equipment during the term of this Agreement along with all monthly water rates billed to the fire hydrant meter.
8. Encumbrances. Nothing herein shall affect the Town's absolute title ownership of the Equipment.
9. Return of Equipment. The CONTRACTOR shall at the end of this Agreement or at the earlier expiration or other termination of this Agreement as provided herein or as set forth in Section 70-57 of the Code, deliver the Equipment to the Town in good working order and repair, reasonable wear and tear excepted, free and clear of all liens, charges and encumbrances of any nature excepting only those granted by or arising through the Town.
10. **INDEMNIFICATION. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE CONTRACTOR HEREBY ASSUMES ALL LIABILITY AND RESPONSIBILITY FOR AND AGREES TO FULLY INDEMNIFY, HOLD HARMLESS AND DEFEND THE TOWN AND ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING BUT NOT LIMITED TO ATTORNEY'S FEES, FOR INJURY TO OR DEATH OF A PERSON OR DAMAGE TO PROPERTY, ARISING OUT OF OR IN CONNECTION WITH, DIRECTLY OR INDIRECTLY, THE USE OF THE EQUIPMENT. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND ARE NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

11. Damage of Equipment. If any of the Equipment is willfully or accidentally damaged or destroyed, the CONTRACTOR shall notify the Town immediately in writing. All damaged parts will be billed to the CONTRACTOR'S account at the time of inspection. If the Equipment is damaged beyond repair, the CONTRACTOR will forfeit the deposit to recover the cost of the Equipment. The CONTRACTOR will also be required to submit a new deposit, which will be double the minimum deposit, before a new meter is issued.
12. Lost or stolen Equipment. If any of the Equipment is lost or stolen, the CONTRACTOR will notify the Town immediately in writing, (file a police report if stolen,) reporting the Equipment lost or stolen and use all reasonable efforts, at the CONTRACTOR'S sole expense, to recover the Equipment. If the Equipment is not recovered within thirty (30) days of reporting the loss or theft to the Town, the CONTRACTOR will forfeit the deposit. The CONTRACTOR will also be required to submit a new deposit, which will be double the minimum deposit, before a new meter is issued and the CONTRACTOR shall be billed the highest prior month's consumption or, if the consumption is zero, the CONTRACTOR will be billed the average rate of consumption of a comparable job.
13. Deposit. The CONTRACTOR has this day deposited with the Town of Flower Mound the sum of \$ _____, the receipt of which is hereby acknowledged by the Town, as security for the payment of use for the Equipment, and for the faithful performance of this Agreement and all the other obligations hereunder, and for the payment of any and all sums of money for which it may be, or become, liable hereunder. Said sum of \$ _____ or so much thereof as shall not be applied for the purposes aforesaid, shall be returned to the CONTRACTOR, its successors or assigns, at the expiration of this Agreement, and upon the surrender of the Equipment, provided all the terms, conditions, covenants and agreements herein mentioned have been performed by the said CONTRACTOR, its successors and assigns.
14. Default.
- (a) Contractor shall be in default if, during the term of this Agreement one or more of the following events ("Events of Default") shall occur:
- i. Default shall occur if any payment due to be made by the CONTRACTOR is more than 15 days late and the non-payment shall continue for 30 days after written notice from the Town to the CONTRACTOR of the default and demand that it be remedied;
 - ii. Default shall occur in the failure to perform any of the covenants, conditions and agreements on the part of the CONTRACTOR contained herein and the event of default shall continue for 30 days after written notice from the Town to the CONTRACTOR, specifying the event of default and demanding that it be remedied; then in any such case the Town, at its option, may exercise any or all of the following rights:
 - (A) Proceed by appropriate court action, either at law or in equity, to enforce performance by the CONTRACTOR of this Agreement or to recover damages for breach; or

- (B) By notice in writing to the CONTRACTOR, terminate this Agreement, at which time all rights of the CONTRACTOR for the use of the Equipment shall terminate as though this Agreement had never been made, but the CONTRACTOR shall remain liable as provided below; and the Town may then by its agents confiscate the Equipment and take possession of all or any of the Equipment and possess the Equipment free from any rights of the CONTRACTOR, or its successors or assigns, to use the Equipment for any purpose whatsoever, but the Town shall, nevertheless, have a right to recover from the CONTRACTOR all amounts which under the term of this Agreement may be then due or which may have accrued to the date of the termination; or
 - (C) Pay any expense or charges, which the CONTRACTOR has failed to timely pay. These amounts shall then be immediately due and payable by the CONTRACTOR to the Town.
- (b) The remedies in this Agreement provided in favor of the Town shall not be deemed exclusive, but shall be in addition to all other remedies in its favor existing at law or in equity. The CONTRACTOR waives any mandatory requirements of law, now or subsequently in effect, which might limit or modify any of the remedies here, to the extent that the waiver is permitted by law.
 - (c) The failure or delay of the Town to exercise the rights granted it here upon any occurrence of any of the events set out shall not constitute a waiver of any right upon the continuation or recurrence of those or similar events.
 - (d) The CONTRACTOR shall promptly advise the Town of all correspondence, notices, accident reports and other documents, received by the CONTRACTOR and asserting any claim or demand involving or relating to title to, or liens upon, the Equipment and will notify the Town of any claim of personal injury or property damage involving the Equipment during the term of this Agreement.
15. Warranty Disclaimer. **THE TOWN, NOT BEING THE MANUFACTURER OF THE EQUIPMENT NOR THE MANUFACTURER'S AGENT, MAKES NO EXPRESSED OR IMPLIED WARRANTY OF ANY KIND WHATSOEVER WITH RESPECT TO THE EQUIPMENT. THE TOWN DISCLAIMS ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO: THE MERCHANTABILITY OF THE EQUIPMENT OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, THE DESIGN OR CONDITION OF THE EQUIPMENT, THE WORKMANSHIP IN THE EQUIPMENT, AND COMPLIANCE OF THE EQUIPMENT WITH THE REQUIREMENTS OF ANY LAW, RULE, SPECIFICATION OR CONTRACT PERTAINING TO THE EQUIPMENT, PATENT INFRINGEMENT, LATENT DEFECTS, AND TITLE.** The Town and the CONTRACTOR shall cooperate for the purpose of obtaining the full benefit of any manufacturers' warranties with respect to the Equipment.

16. Disclaimer of Liability. Neither the Mayor nor any individual Councilmember of the Town Council or its employees or agents shall be personally liable to the CONTRACTOR in any way by reason or any clause of the Agreement.
17. Governing Law. This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Texas. Venue for any action arising from this Agreement shall be in Denton County, Texas.
18. Notices. Any notice required or permitted by this Agreement shall be in writing and may be either delivered in person or delivered by depositing in the United States Mail, postage paid addressed to the following:

MAILING ADDRESS:

The Town of Flower Mound, Texas

Customer Services Department
2121 Cross Timber Rd
Flower Mound, Texas 75028

RETURN ADDRESS:

Company name:

Attention:

Address:

City:

State:

Zip Code:

19. Assignment. The CONTRACTOR agrees that this Agreement may not be assigned or transferred without the prior written consent of the Town and that any successor to the CONTRACTOR'S rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to succession.
20. No change or modification to this Agreement shall be of any force or effect unless the change or modification is embodied in an amendment, which is dated and is reduced to writing executed by both parties. No costs or obligations shall be incurred in consequence of any amendment to this Agreement unless and until such a written amendment has been executed.
21. Severability. The parties agree that if any provision of this Agreement shall be held invalid for any reason, the remaining provisions shall not be affected if the remaining provisions

may continue to conform to the purposes of this Agreement and the requirements of applicable law.

22. Headings. The headings of the Agreement are for convenience and reference only, and in no way limit or describe the scope or intent of this Agreement.

SIGNED on this the _____ day of _____, _____.

TOWN OF FLOWER MOUND AGENT:

Name: _____
(Sign)

Name: _____
(Print)

Title: _____

CONTRACTOR:

Name: _____
(Sign)

Name: _____
(Print)

Title: _____