



Fire Hydrant Meter Contract

City of Lubbock Water Utilities approves this agreement provided that the applicant comply with all the following terms and conditions of this application.

The following terms shall have the defined meaning in this Agreement:

- a. **City** - City of Lubbock Water Utilities
- b. **Agreement** – This Fire Hydrant Meter Use Agreement as executed by Contractor.
- c. **Meter** – A fire hydrant meter that measures the quantity of water supplied through the register and additional backflow prevention assembly.
- d. **Contractor** – Undersigned applicant and authorized representatives

Primary Contractor Contact Information

Contractor agrees to, and shall abide by, the City Agreement. Contractor undersigned and authorized owners shall be considered the responsible party. Contractor shall provide two contact parties' information, which shall include the undersigned and an authorized owner and/or financial officer. The undersigned shall provide a valid driver's license bearing a picture of the undersigned, or a State issued picture identification.

(Your City of Lubbock Utilities account/billing statement mailing address shall reflect the mailing address herein this Agreement)
City of Lubbock Utilities Account Number (10 digits): _____

Person Full Name: _____

Employer Identification Number (EIN): _____

Title: _____

Business Name: _____

Business Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Business Physical Address: _____

City: _____ State: _____ Zip Code: _____

Business Phone Number: _____

Cell Phone Number: _____

Email: _____

Driver's License or picture ID number and State _____

Secondary Contractor Owner or Financial Officer Contact Information:

Person Full Name: _____

Title: _____

Main Business Mailing Address: _____

City: _____ State: _____ Zip Code: _____

Business Direct Phone Number: _____

Cell Phone Number: _____

Contractor shall initial the applicable purpose for the Meter:

_____ Deposit fee for construction work is \$2,500.00 (Section 22.03.083).

Initials Name of project: _____

Approximate completion date of project: _____

_____ Deposit fee for in-house construction project – yellow municipal Meter - is \$2,500.00 (Section 22.03.083).

Initials Name of project: _____

Approximate completion date of project: _____

City of Lubbock Project Manager: _____

After project is completed the yellow Meter shall be returned to 406 Municipal Drive, Meter Shop.

_____ Deposit fee for a special event for a nonprofit, community or other non-construction and non-utility entity shall be \$150.00 per day with a minimum of \$300 for a small hose-end meter assembly (Section 22.03.083).

Initials Number of days of use: _____

Total deposit: _____

_____ There is no deposit fee for a city department (Section 22.03.083).

Initials Name of department: _____

Cost Center: _____

Line Item: _____

The Meter shall be returned to 406 Municipal Drive, Meter Shop prior to the maintenance due date as specified on the contract.

Contractor shall initial and abide by the following conditions:

Initials Meter shall be, and remain the property of City and may not be assigned or subleased by Contractor, nor shall Contractor allow the use of the fire hydrant meter by any other party (Section 22.03.005). Unauthorized use charge of \$1000.00 to any consumer or corporation found connected to a fire hydrant without a valid and current fire hydrant meter and contract (Section 22.03.083).

Initials All Meter reads shall be reported by the 5th day of each month or on the next business day following if the date falls on a weekend or holiday. Contractors failure to submit a non-Automated Metering Infrastructure monthly read will result in a non-refundable \$75.00 service free and estimated volume usage charges will be applied (Section 22.03.083). Monthly reads can be reported either by phone number 806-775-2528 or e-mail FHmeterreads@mylubbock.us or on-line at www.mylubbock.us/fhmeters. When submitting the read include: company name, Meter number, read of Meter all 6 digits, location, field contact and call back number. A read shall be reported monthly even if there is no consumption (Section 22.03.82). Monthly inspections may be performed by City (Section 22.03.007). If you have questions on reporting Meter reads call 806-775-3740.

Initials All non-fire use of water from a 3-inch Meter shall be charged, and Contractor agrees to pay, a monthly base charge rate (Sections 22.03.084). In addition, the water furnished by the City will be charged at a volume block rate set by ordinance (Section 22.03.085). Note that rates are subject to change on a yearly basis. In the event, you do not provide a Meter reading by the due date, usage will be estimated for the Meter and volume rates will billed using the previous usage (Section 22.03.092). If no reporting of a Meter reading has occurred, the City will use an average default usage to estimate the volume charges for the bill.

Initials Contractor shall operate the Meter according to the Fire Hydrant Operating Procedures.

Initials Contractor shall utilize the Meter only on fire hydrants owned and operated by City. The Meter shall stay within the City limits.

Initials Contractor shall daily inspect the Meter before operation to verify it is in working order without any defects; if a defect is found, The Contractor shall not use the Meter and shall report the problem immediately to City at 806-775-3740 located at 406 Municipal Drive during the hours of 8:00 a.m. – 5:00 p.m. (Monday through Friday). Failure to keep the Meter in good working order will result in the Meter being pulled from the job site.

Initials Inspection, repair and exchange of Meters shall be conducted at 406 Municipal Drive, Water Meter Shop, Lubbock, Texas 79403 during the hours of 8:00 a.m. – 5:00 p.m., Monday through Friday by appointment only. (Section 22.03.006).

Initials In the event the Meter is lost or stolen, Contractor shall report the Meter number immediately to City 806-775-3740 or email FHmeterreads@mylubbock.us or visit 406 Municipal Drive during the hours of 8:00 a.m. – 5:00 p.m. (Monday through Friday) with Water Meter Shop staff or Customer Relations staff. Base charges will be applied to Contractor account until City is notified of theft or loss of the Meter. In the event of a lost or stolen Meter, the Contractor shall forfeit all of the security deposit.

Initials Meters shall be equipped with a reduced pressure principal assembly (RPZ), to be installed by the City. A RPZ is the minimum protection for a Meter being used for a temporary water supply during construction or other uses that may pose a potential contamination hazard to the public water supply (Section 28.10.053 (b) (8)). The Contractor's failure to comply with this section shall result in the Meter being removed. Violation of any provision shall be deemed an unlawful act and punishable in accordance with state and local law. Notwithstanding, the City retains the right to immediately discontinue water service without notice (Section 28.10.056).

Initials Contractor shall be liable for the loss, or any damage sustained to, the Meter, valve, register, reduced pressure zone backflow prevention assembly (RPZ) or connections during its period of use. Contractor shall pay for the cost of repair. If Contractor does not pay for the cost or repair, City shall use the deposit. Any portion of the deposit used must be repaid to City by Contractor before Contractor can continue using water through the Meter (Section 22.03.083). Contractor shall not attempt to repair or adjust the Meter in any manner (Section 22.03.005).

Initials Contractor agrees that any alterations to the Meter shall cause the forfeiture of the security deposit to the City.

Initials Contractor's failure to return the Meter for routine maintenance by the date specified shall result in the forfeiture of the security deposit and Contractor shall be prohibited from obtaining any additional Meters from the City.

Initials In the event Contractor retains or refuses to deliver the Meter to the City, the Meter shall be considered stolen property. The City may seek any and all available legal remedies, including, but not limited to, filing reports with the appropriate law enforcement agency. Any and all information the City possesses, including any information provided in this Agreement, may be utilized by the City in seeking its legal remedies.(Section 22.03.021).

Contractor shall:

1. Comply with applicable regulations and procedures relating to withdrawal of water from a fire hydrant and shall use only one connection to a fire hydrant.
2. Immediately comply with an order given by City, a firefighter or a law enforcement officer to cease withdrawal of water from a fire hydrant and/or disconnect all equipment and leave the area.
3. Contractor shall not be entitled to utilize a Meter to access water from a fire hydrant of the City in the event Contractor owes an outstanding balance on any permitted Meter account.
4. Use water withdrawn from a fire hydrant only for the purpose described in this application.
5. Open or close a fire hydrant with a fire hydrant wrench that is designed and manufactured for that purpose.

6. Open a fire hydrant slowly to a fully open position and use a fire hydrant only in a fully open position.
7. Close a fire hydrant slowly to a completely closed position when not in use. Contractor shall ensure that there is no water leaking from the meter or other related equipment used with the meter.
8. Contractor shall follow all City Ordinances pertaining to water restrictions and conservation found in the City's Water Usage Management Plan (ARTICLE 22.08).

Contractor shall not:

1. Use another piece of equipment not intended to open/close a fire hydrant.
2. Obstruct a fire hydrant or street right-of-way or create a hazard to a person or property while withdrawing water from a fire hydrant.
3. Damage, destroy, or tamper with a meter installed on a fire hydrant.
4. Violate any applicable laws or regulations or use the fire hydrant, meter, valves, connections or other equipment in an unsafe manner.
5. Withdraw water from a fire hydrant for subsequent resale.
6. Use the water supplied from a City of Lubbock hydrant outside of Lubbock's incorporated boundaries.

City shall have the right to terminate this Agreement at any time and for any reason without prior notice to Contractor. City may disconnect and confiscate the Meter or any other related equipment at any time or interrupt service should it determine Contractor has not complied with the terms of this Agreement or that operation of a fire hydrant, or Meter constitutes a threat to public health or safety, the environment, the operation of the public water system or contamination of the water supply. Upon such termination or upon demand by City, Contractor shall return the Meter to the Water Utilities Meter Shop located at 406 Municipal Drive, Lubbock Texas. In the event this Agreement is revoked by City as a result of Contractor's violation of its terms, Contractor shall not be entitled to a refund or credit for fees paid or deposits made.

Deposit Information

Contractor shall pay a security deposit for each meter and complete a separate Agreement. Deposit fee is required after submittal of the Agreement. City will review the Agreement, and then notify Contractor of remit and provide the on-line portal information. After payment is received, an appointment will be scheduled to pick-up Meter.

Initials I certify that I have received and read all pages of the Agreement and Attachment A: How to Submit a Fire Hydrant Water Meter Read.

Initials I understand that by accepting the terms and conditions in this contract that I will forfeit deposit if I do not follow all of City's rules and regulations regarding Meter.

Initials I understand the application is not complete unless each section has been completed.

Contractor Signature: _____ Date: _____

Completed by City

City hereby permits Contractor to purchase water from City for construction work purposes along with all nonprofit, community, nonconstruction and nonutility entities for special events using Meter H-_____ (Section 22.03.004). The first Meter read is _____. Meter shall be returned to 406 Municipal Drive, Lubbock for an annual inspection and visual reading. Contractor shall return Meter to the City for routine repairs, backflow test and maintenance on this _____ day of _____, _____ (TAC Title 30, Part 1, Chap. 290, Subchap., D Rule, 290.44).

This Agreement shall terminate on this _____ day of _____, _____.

_____ Create/Verify Contractor utilities account number on CCS; and, account matches mailing address on Agreement.

_____ Agreement is initialed, signed and dated by Contractor.

_____ Verify yellow municipal meter is for a City project with the Engineering Department.

_____ Primary and secondary contact information are completely provided.

_____ Attached copy of driver's license.

_____ Deposit fee received.

_____ Make copy of Agreement and provide to Contractor.

_____ Schedule appointment for Meter pick-up.

City Approving Signature

Date

Day of Pickup

Contractor Signature

Date