



Town of Front Royal Fire Hydrant Use Agreement

PURPOSE: To control unauthorized usage of the Town of Front Royal, Virginia owned fire hydrants, to protect the distribution system's integrity, protect the water quality, preserve fire protection, yet provide temporary water needs to the Town of Front Royal's Customers.

1. Application

Any entity requesting temporary water will be required to complete an application & agreement for use of a hydrant meter then submit to the Town Manager's Office for approval. Application will indicate information needed to establish a temporary account for the customer. In order to be approved, customer must first also apply and pay for permanent water service for the proposed property if a permanent facility is proposed. Authorization will be permitted only on the Town of Front Royal's existing water mains not new construction.

Town Manager
Town of Front Royal Admin. Building
102 E. Main St.
Front Royal, Va. 22630

2. Payment of Deposit

Any customer needing hydrant-supplied water will pay a deposit based on the size of the meter requested:

<u>Size of Meter Requested</u>	<u>Deposit Amount</u>
5/8" and smaller	\$400.00
Great than 5/8"	\$2,350.00

Deposit plus interest shall be refunded upon termination of the service account in an amount equal to the deposit and accrued interest minus any amount deducted to satisfy customer arrearages or other debts owing to the Town. Upon request of a refund, the Director of Finance shall first ensure that customer does not have any debts owing to the Town. If the customer is indebted to the Town, the Director of Finance will apply any refund toward satisfaction of these debts prior to the refund of any money to the customer.

3. Provide Hydrant Meter

Upon approval and payment the Town of Front Royal Construction Administrator will provide the hydrant meter, along with operating/setup instructions. The customer will be responsible for security & proper usage of the hydrant meter. Hydrant meter must remain in the authorized service area. Negligence resulting in assembly damage may result in the Town of Front Royal seeking reimbursement for repair and/or replacement costs

4. Duration

Length of time shall not exceed duration approved by the Town Manager. Request for extension may be submitted in writing to the Town Manager's Office. Once the customer no longer needs the temporary service, they must call the Town of Front Royal Construction Administrator to return the assembly. If no notice is made or an extension granted, Town of Front Royal will remove the assembly, and an evaluation will be made as to the condition of the assembly.

5. Billing & Reimbursement

Customer will be required to pay additional charges on water consumption, which will be billed monthly. Usage shall be billed according to the Town of Front Royal Municipal Code Sections 134-22.1& 134-31.1.

Financing of hydrant usage fees will not be allowed.

Due Date - Fines and Charges: All payments for services shall be due within 20 days of the date of billing. Accounts, for which full payment is not received within 20 days, are delinquent. A late charge of 2% of the delinquent bill immediately shall be charged to the delinquent account. If the account remains delinquent for 10 days after the original notice, an additional service charge of \$10.00 shall be charged, any usage will be considered unauthorized or illegally connected.

Allocation of Payments: During a delinquency in the payment for any subsequent payment received for services will be applied first against the most delinquent account which is not subject to a defense of any applicable statute of limitations.

Protest: The customer may contest the bill by contacting, in writing, the Director of Finance for the Town of Front Royal who will immediately schedule a hearing on the customer's claim that his account is not delinquent.

6. Reading of Hydrant Meter

The Town of Front Royal must obtain monthly readings if the length of time is expected to exceed 30 days. A reading schedule must be set up with the Town of Front Royal Construction Administrator.

7. Responsibility/Liability (Town of Front Royal)

Customer indicates that they are responsible for notifying the Town of Front Royal of the hydrant meter location; responsible for leaving the hydrant usage assembly in the assigned location; responsible for any water appurtenance damage as a result of utilizing the hydrant/backflow assembly; responsible for notifying Construction Administration Office immediately upon noticing damage; responsible for any and all private property damage; and responsible for any property damage including the Town of Front Royal backflow assembly due to negligence, or theft/vandalism.

Customer shall not dismantle or take apart the apparatus for any reason. Repairs or changes must be completed by the Construction Administration's Office.

Customer is not allowed to re-sell Town of Front Royal's water.

In no case will hydrant hoses be allowed to traverse areas exposed to vehicle traffic.

Construction Administration may inspect apparatus at any time during usage.

The Town of Front Royal Construction Administrator will provide a hydrant use assembly upon approval & payment during normal working hours (Monday-Friday), assuming a meter assembly is available.

8. Penalties

Failure to follow the terms & conditions of this agreement in obtaining temporary water from the Town of Front Royal owned fire hydrants may result in penalties for unauthorized usage or illegal connections.

By signing below I acknowledge that I have read the terms above and do hereby agree to adhere:

Signed: _____

Title: _____

Printed: _____

Date: _____



Town of Front Royal Fire Hydrant Use Application

Applicant: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone#: _____ Email: _____

SS#/FID: _____

Point of Contact (If different from applicant)

Person to Contact : _____

Phone#: _____ Email: _____

Hydrant Meter

Size Requested: _____ Duration Requested: _____

Location of Hydrant Attachment: _____

Within Town Limits (Circle One): Yes No

Reason for request: _____

Signed: _____ Date: _____

Printed: _____

Title: _____

(Town Manager Use)

Approved: _____ Date: _____