

# *Fire Line Agreement*

**Agreement** made between Passaic Valley Water Commission, a public body of the State of New Jersey, "Commission",

And

Consumer Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Location Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Mailing Address: \_\_\_\_\_ City: \_\_\_\_\_ Zip: \_\_\_\_\_

Property owner (if different from consumer) \_\_\_\_\_

"Consumer"

It is hereby agreed that there exists a fire line connection from Passaic Valley Water Commission's water main to the curb line at the property of the Consumer and at that location there is a control gate valve and an outlet to which the property of the Consumer is connected.

It is further agreed that the aforesaid connection from the main in the street to the curb line, including the control gate valve and test cocks, is now and shall remain the property of, and shall be maintained by Commission and that all other piping or appurtenances connected to the said outlet are now and shall remain the property of and shall be maintained by Consumer.

It is also agreed that the aforesaid connection will be furnished and used under the following Rules and Regulations and that the same are hereby made part of this agreement:

(1) The connection is to be used for fire purposes only, and is to be connected to no other outlets which may be used for other than fire purposes, and because of the danger of pollution, shall have no connection with any other source of supply.

(2) Consumer agrees specifically not to draw any water whatever through said connection for any purpose except the extinguishment of fires or for periodic tests of the fire system.

(3) Consumer agrees to notify Commission of the time of any tests so that, if desired, Commission may have a representative present.

(4) Any authorized representative of Commission is hereby given the right to free access to the building at any reasonable time for the purpose of inspecting this connection and the taps taken from said connection.

(5) Commission reserves the right at any time to set a meter on this connection. In the event that a meter is installed, Consumer agrees to pay the established rates of Commission as established from time to time, including both water and service charges.

(6) Violation by Consumer of either Regulation No. 1 or Regulation No. 2 of this agreement shall immediately terminate this agreement and commission may disconnect the pipe or shut off the supply without notice to Consumer.

(7) Consumer agrees to pay an annual charge for this connection, (see Schedule of Quarterly Charges) quarterly in advance. This charge is subject to change from time to time and Consumer agrees to pay the modified charge if and when effective.

(8) Water is to be supplied subject to the rights of the above mentioned City to use water in the street mains through hydrants for fire purposes. The right is also reserved by Commission to shut off the supply at any time in case of accident or for the purpose of making alterations, extensions, connections or repairs. Commission gives no guarantee as to pressure in this pipe or in the main supplying the same, and shall not under any circumstances be held liable for loss or damage to Consumer for a deficiency or failure in the supply of water, whether occasioned by the shutting off of water in case of accident or alterations, extensions, connections or repairs, or for any cause whatsoever.

It is agreed however, that if Commission shall shut off or discontinue water service for a period of more than two (2) days that Consumer shall be entitled to a pro-rata credit on its next regular bill. In all other cases requiring water shutoff, Consumer shall promptly notify Commission of the conditions at the subject property and shall forthwith secure necessary repairs and provide written notification to Commission when repairs are completed.

(9) Commission reserves the right to cancel this agreement upon three (3) months notice in writing addressed to Consumer at the address first mentioned herein. Consumer may discontinue said service by notifying Commission in writing of the date that said service shall be discontinued and at the same time, providing Commission with proof that notice of such discontinuance has been served upon and approved by the local fire department and in that event this agreement shall terminate.