



DEPARTMENT OF UTILITIES

CONSTRUCTION HYDRANT METER LEASE AGREEMENT

(Revised January 20, 2015)

This Agreement made this ____ day of _____, 20__, between the Town of Leesburg in Virginia, a municipal corporation, party of the first part, hereinafter referred to as the "Town" and _____, party of the second part, hereinafter referred to as the "Lessee" is made in order to provide water supply needs for construction purposes during improvements within an approved site development. That for, and in consideration of the payment of an established rental deposit and invoicing fee, the Town agrees to provide a meter of the size and type specified below for use on a fire hydrant at a location specified by the Lessee in compliance with the following conditions:

- 1. A rental deposit (check made payable to the Town of Leesburg) of \$1,000.00 for 2" and larger meters and \$250.00 deposit for 1" or smaller meters will be charged for use of the meter and will be refundable after the agreement has been terminated by the Lessee or the Town (see #9 below). Final bill will be deducted from deposit, and credit refunded if applicable.
2. Lessee will be charged \$50.00 for each invoicing and the current adopted Out-of-Town high water usage rate per 1,000 gallons of water. The meter's reading must be reported to the Town's Utilities Department at (703) 771-2762 no later than the 10th day of the month following the end of a quarter. Due dates are as follows:

Table with 4 columns: Report readings to Betsy at (703) 771-2762, Quarter, Date Range, and Reading Due Date. Rows include 1st Quarter (Jan-Mar), 2nd Quarter (Apr-Jun), 3rd Quarter (Jul-Sep), and 4th Quarter (Oct-Dec).

Readings called in after the due dates will be considered delinquent and the Lessee will be billed a penalty fee of \$100 for each occurrence. If Lessee continues to be delinquent, the Town may request that the meter be forfeited.

- 3. All hydrant meters must be returned to the Town for testing and calibration on the one-year anniversary of contract signing.
4. The meter will not be altered in any way and the proper size hose or adapters will be used by the Lessor. If altered, a \$250 fine will be assessed to the contractor.
5. Any alterations to the meter will result in forfeiture of the deposit.
6. The Town will charge the Lessee for any damages to the meter while in custody of the Lessee.
7. If usage is less than 1,000 gallons over a one-year period, the meter will be returned to the Town and the contract terminated.
8. The meter will be available for inspection by Town personnel upon request.
9. The Town has the right to remove the meter at any time without prior notification to the Lessee.

- 10. The Lessee will reimburse the Town for the meter if lost or stolen.
- 11. The Lessee will not leave hydrant meter unattended and will remove the meter from the hydrant at the end of each working day. Failure to do so may result in forfeiture of deposit.
- 12. The Lessee will be responsible for exercising proper cross-connection and backflow prevention and for providing approved A.S.S.E. backflow prevention devices necessary for the protection of the Town's water system. All fill trucks will be subject to inspection and provision of having air gaps. No meter will be released until the completion of the inspection.
- 13. The Lessee will only fill at designated fire hydrants identified by yellow bonnets and collars. Failure to comply may result in fines or fees per Town Code Section 34-22.

BRAND OF METER _____ **METER #** _____ **SIZE** _____ **DEPOSIT AMOUNT** _____

COMPANY NAME _____

PERSON RESPONSIBLE FOR METER _____

Tag #	_____
	(Street/ P.O. Box Number)
Receipt #	_____
	(City, State, Zip Code)
New or Renewal	_____
Original Contract Date	_____
	(Phone Number - including area code)
CID #	_____
	(Email address)

Meter Reading (START) DATE

Meter Reading (END) DATE

VEHICLE INSPECTED FOR CROSS-CONNECTION _____

Inspector Signature DATE

SIGNATURE OF LESSOR DATE

SIGNATURE FOR TOWN DATE