



# Hanover County Department of Public Utilities

P.O. Box 470 ♦ 7516 County Complex Road ♦ Hanover, VA 23069-0470

Phone (804) 537-6024 ♦ Fax (804) 365-6245

## FIRE HYDRANT METER APPLICATION AND LEASE AGREEMENT

Date of Application: \_\_\_\_\_

Name of Business: \_\_\_\_\_

Type of Service Provided by Business: \_\_\_\_\_

Name of Applicant and Title: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone (Home): \_\_\_\_\_ Business: \_\_\_\_\_

Tax ID# or SS#: \_\_\_\_\_

Location - Describe area(s) in which hydrant meter is to be used:

\_\_\_\_\_

Requested Meter Size:

- Small hydrant meter (*access to all hydrants except emergency use*) & Wrench \$ 200.00 deposit required
- Large hydrant meter (*six (6) authorized hydrants*) & Wrench \$ 1,100.00 deposit required

### County Use Only

Permit Number: \_\_\_\_\_

Meter Number: \_\_\_\_\_

Reading Upon Rental: \_\_\_\_\_

Contract Period: \_\_\_\_\_

Account Number: \_\_\_\_\_

Hydrant Address: \_\_\_\_\_

WRENCH TAKEN

WRENCH RETURNED

Approved by: \_\_\_\_\_

*Customer Service Agent Signature*

*Date*

Meter Return Date: \_\_\_\_\_

Final Reading: \_\_\_\_\_

Inspected by: \_\_\_\_\_

Inspection Results: \_\_\_\_\_

*Inspection List: Register, Under Carriage, Tamper Tag, Hydrant Connector Fitting, Restrictor Fittings, Wrench, and Register Flow Test performed by Operations*

Meter Received By: \_\_\_\_\_

Deposit:  Refunded  Not Refunded Refund Amount: \_\_\_\_\_

**LEASE AGREEMENT<sup>1</sup>**

THIS LEASE AGREEMENT is entered into \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (“Applicant”), and HANOVER COUNTY DEPARTMENT OF PUBLIC UTILITIES (“County”).

WHEREAS Section 23-7.1 and 23-9 of the Hanover County Code require a user of water withdrawn from any County-approved fire hydrant to pay for the use of such water and to rent a County-owned fire hydrant meter to record the amount of water withdrawn;

WHEREAS the Applicant named herein desires to rent a fire hydrant meter from the County for recording water withdrawn from County-approved fire hydrants and;

WHEREAS the County has determined that it is in the public interest for the County to maintain a reasonable inventory of fire hydrant meters and, to the extent available from such inventory, provide fire hydrant meters for rental to record water withdrawn from County-approved fire hydrants.

THEREFORE, the County and Applicant agree as follows:

This Lease Agreement shall commence on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and extend for a period of twelve months, ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, with the right to renew for additional one-year periods, provided Applicant complies with the terms of this Agreement and Hanover County Code § 23-7.1.

**I. Applicant covenants and agrees:**

- A. To pay a rental deposit for lease of a hydrant meter from the County in the amount of \$ \_\_\_\_\_.
- B. To pay to the County a monthly administrative charge of \$25.00 for each month the hydrant meter remains in the possession of the Applicant. A month shall be any calendar month or fifteen or more days thereof.



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<sup>1</sup> To be executed and deposit attached upon determination by County that hydrant meter is available.

C. To pay water usage charges for water consumed from a County-approved fire hydrant at the rates set forth in § 23-62 of the Hanover County Code, as amended from time to time.

D. To pay all water usage and administrative charges upon receipt of the bill from the Department of Public Utilities at either the County Treasurer's Office or to an agent appointed by the Treasurer to receive such payments, which bills shall be delinquent if not paid within thirty (30) days of their billing date.

E. To provide to the Department of Public Utilities of Hanover County meter readings of the amount of water withdrawn from County-approved fire hydrants by the 15<sup>th</sup> day of each January, March, May, July, September, and November, such reading to cover the period of usage since the last billing period or, if none, since the commencement of service. If the Applicant fails to provide such a reading, Applicant agrees to pay for such water usage based on estimated usage of 12,000 gallons and further to pay any increased amount at the time of actual meter reading plus late payments pursuant to Virginia Code § 15.2-105 .

F. To use the rented hydrant meter as a temporary connection to the County-approved fire hydrant for the purpose of withdrawing water for approved applications. Applicant agrees to supervise the hydrant meter at all times and not leave the hydrant meter unattended or mounted on any County-approved fire hydrant.

G. To return the hydrant meter to the County on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, one (1) year from the date of rental, for a condition check and reading verification by the County. If this Agreement is renewed, the Applicant agrees to return the hydrant meter at successive one-year periods from the date of rental.

H. To pay a late fee of \$1.00 per day for failure to return the meter as provided in paragraph I.G. herein until termination of the Agreement as provided in paragraph III.A. herein.

I. To keep the hydrant meter in good repair suitable to its use and to pay the County for any damage to the meter other than that attributable to normal wear and tear.

**II. The County covenants and agrees:**

A. When available from the County's inventory of hydrant meters, to provide a hydrant meter upon submittal of a completed rental application and payment of the rental deposit set forth in paragraph I.A. herein.

B. To provide bimonthly bills by the end of each January, March, May, July, September, and November based on usage or an estimate thereof as set forth in paragraph I.E. herein, and including the applicable administrative charge.

C. The Department of Public Utilities will perform a condition check and reading verification on the fire hydrant meter annually upon its presentation by the Applicant to the Public Utilities Office, 7516 County Complex Road, Hanover Courthouse, Hanover, Virginia 23069.

**III. Miscellaneous.**

The County and the Applicant mutually covenant and agree:

A. That this lease agreement automatically terminates, the rental deposit is forfeited, and the County may take possession of the meter if the hydrant meter is not returned in accordance with the foregoing provisions of this Agreement or the hydrant billing amount is not paid within thirty (30) days of the billing date and such failure or delinquency continues for a period of fifteen (15) days following written notice from the County of such failure or delinquency. The notice shall be sent to the Applicant at the address indicated on the application and shall specify that lease termination, deposit forfeiture and meter repossession will result if the failure or delinquency continues beyond the fifteen day period. Such service shall not thereafter be provided to such lessee unless the meter is returned or repossessed, a new deposit is paid and all delinquent accounts are paid.

- B. That the Applicant may terminate this agreement at any time by returning the hydrant meter. Upon a condition check indicating that the hydrant is in good and usable condition, the County will refund the Applicant's rental deposit less any unpaid late fee described in paragraph I.H. of this Agreement. If the County determines that the meter is damaged beyond normal wear and tear, it will retain all or a portion of the deposit, as appropriate, to replace or repair the meter.
- C. The Applicant expressly agrees to indemnify, defend and hold the County harmless from and against all claims, loss, damage, injury and liability however caused, including any negligence by Applicant's agents or employees resulting from, arising out of, or in any way connected with the rental or use of the hydrant meter.
- D. It is understood by the County and the Applicant that all provisions of §§ 23-7.1 and 23-9 are incorporated into this Agreement and that this Agreement is not intended to alter or in any way modify the provisions and requirements thereof.
- E. Any notices required under this Agreement shall be sent by registered or certified mail, return receipt requested to the address listed in the Application.
- F. This Agreement shall not be assignable by the Applicant.

Signature of Applicant<sup>2</sup>: \_\_\_\_\_

Type or Print Name: \_\_\_\_\_

Hanover County Department of Public Utilities

By: \_\_\_\_\_

Title: \_\_\_\_\_

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<sup>2</sup> If signing on behalf of a corporation or partnership, please attach a resolution or other document indicating that the party executing this document has the authority to bind the corporation or partnership.