



**DEPARTMENT OF UTILITIES  
HYDRANT ACCESS AND METER LEASE AGREEMENT**

This Agreement is made effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between the Town of Leesburg, Virginia, a municipal corporation (“Town”), and \_\_\_\_\_, (“Applicant”). Applicant has requested that the Town permit Applicant to access Town water for the business use identified below. For and in consideration of the payment of applicable fees, the Town will allow Applicant to access Town water through designated fire hydrants for the purpose(s) and on the terms and conditions contained in this Agreement.

1. Hydrant Access Locations. Applicant will be authorized to access Town water only from designated hydrants for the purpose(s) specified below. Hydrants acceptable for Applicant use are pre-designated by the Town with yellow bonnets and collars. A full map of hydrants designated for meter use at any particular time may be accessed here: [Designated Fire Hydrants \(arcgis.com\)](#). Upon request by the Applicant, the Town may designate additional hydrant(s) for Applicant’s use, in the Town’s sole discretion. Applicant shall fill only at designated fire hydrants; use of any other hydrant is prohibited. The Town may change, add or remove hydrant locations from the program at any time in the Town’s sole discretion.

\_\_\_\_ **BY INITIALING HERE, APPLICANT REPRESENTS THAT APPLICANT HAS REVIEWED THE CURRENT MAP OF DESIGNATED HYDRANT LOCATIONS, AND AGREES AND ACKNOWLEDGES THAT APPLICANT MAY USE ONLY THE HYDRANTS DESIGNATED FOR THIS PURPOSE BY THE TOWN.**

- 2. Metering. Applicant must meter all hydrant water usage, using a Town-issued hydrant meter of the size and type specified below.
- 3. Fees. Per Town Code Sec. 34-1-136, Applicant is responsible for the following fees: water usage fees at the then-current Out-of-Town water usage rate adopted by the Town Council, a \$50.00 fee for each invoice (including quarterly and final invoicing), all late reporting fees under this Agreement, and all other fees imposed by Town Code during the term of the Agreement. Delinquent invoices are also subject to late fees and interest as specified in Town Code and Appendix B.
- 4. Usage Reporting. Applicant must report the hydrant meter’s reading to the Town’s Utilities Department no later than the 10<sup>th</sup> day of the month following the end of each quarter. Due dates are as follows:

Report readings to Customer Service at (703) 771-2713, or [hydrant@leesburgva.gov](mailto:hydrant@leesburgva.gov)

1 <sup>st</sup> Quarter	January 1 - March 31	Reading is due between <b>April 1 - 10</b>
2 <sup>nd</sup> Quarter	April 1 - June 30	Reading is due between <b>July 1 - 10</b>
3 <sup>rd</sup> Quarter	July 1 - September 30	Reading is due between <b>October 1 - 10</b>
4 <sup>th</sup> Quarter	October 1 - December 31	Reading is due between <b>January 1 - 10</b>

Meter readings may be reported to the Town Utility Department by telephone at (703) 771-2713, by email to [hydrant@leesburgva.gov](mailto:hydrant@leesburgva.gov) or by completing the online form available here: [Quarterly Hydrant Meter](#)

[Reading \(leesburgva.gov\)](http://leesburgva.gov). Readings reported after the applicable due date will be considered delinquent and the Applicant will be responsible for a \$100 late fee for each such occurrence.

5. Term of Agreement. The Term of this Agreement is one year from the date indicated above, unless earlier terminated by the Town or the Applicant.
6. Security Deposit. Applicant must submit a Security Deposit in the amount of \$1,200.00 for a large hydrant meter, or \$300.00 for a small hydrant meter, if submitting by check made payable to the "Town of Leesburg." While this Agreement is in effect, Applicant is responsible for prompt payment of all fees when due, for any damages to the meter and for the full replacement cost of the meter if lost or stolen. Upon termination or expiration of this Agreement, the Town will deduct from the Security Deposit all repair and replacement costs and the final fees payable by Applicant, and the balance of the Meter Deposit (if any) will be refundable to Applicant. Further, if Applicant is delinquent in the payment of any billed charges during the term of the Agreement, the Town may apply all or any portion of the Security Deposit payment of the delinquent fees, and require the Applicant to replenish the full amount of the Security Deposit in order to continue the Agreement. Applicant is responsible for payment of all fees in excess of the Security Deposit.

**\_\_\_\_\_ BY INITIALING HERE, APPLICANT AGREES AND ACKNOWLEDGES THAT, IN ADDITION TO ALL OTHER RIGHTS OF THE TOWN, THE SECURITY DEPOSIT WILL BE FORFEITED IN FULL IF APPLICANT FAILS TO RETURN THE HYDRANT METER TO THE TOWN UPON EXPIRATION OR TERMINATION OF THIS AGREEMENT.**

7. Meter Maintenance.
  - A. Applicant will not cause or permit the hydrant meter to be altered in any way, and must use the proper size hose or adapters. The Applicant shall not leave the hydrant meter unattended and shall remove the meter from the hydrant at the end of each working day. The Town has the right to remove unattended hydrant meters at any time without prior notification to the Applicant. The Town may terminate this Agreement for failure to comply with these requirements, in which case the Security Deposit will be forfeited.
  - B. Applicant will make the hydrant meter available for inspection by Town staff upon request. All hydrant meters must be returned to the Town upon termination or expiration of this Agreement, regardless of whether the Applicant enters into a new agreement with the Town at the expiration of this Agreement.
8. Compliance with Town Ordinances and Regulations. Applicant must comply with all applicable Town ordinances and regulations governing access and connection to Town water facilities. Applicant will be responsible for exercising proper cross-connection and backflow prevention and providing approved

A.S.S.E. (American Society of Inspectors of Plumbing and Sanitary Engineers) backflow prevention devices necessary for the protection of the Town’s water system. All fill trucks must have air gaps and/or proper backflow devices installed, must be inspected by the Town for compliance prior to issuance of the hydrant meter, and must display a valid Town-issued inspection sticker. The Town may reinspect any fill truck periodically at the Town’s discretion, and new or additional fill trucks may not be used by Applicant until inspected by the Town. Failure to comply with applicable Town ordinances and regulations may subject Applicant to fines or fees in accordance with the Town Code (including Sections 1-13; 34.1-123) and may result in termination of this Agreement by the Town.

9. Termination by Town. The Town may terminate this Agreement and require immediate return of the hydrant meter if Applicant fails to abide by any term or condition of this Agreement. The Town may also terminate this Agreement upon ten (10) business days’ notice if usage is less than 1000 gallons per quarter. The Town may suspend this Agreement at any time where necessary, in the Town’s sole discretion, for emergency purposes.

10. General Provisions.

A. This Agreement is not a service agreement and does not obligate the Town to provide any amount of water to Applicant. Applicant’s water usage is subject to all requirements, restrictions and limitations imposed by Town ordinances and regulations, including those contained in Town Code Section 34.1-124.

B. The individual signing this Agreement represents that he or she has full authority to act on behalf of the Applicant.

\_\_\_\_\_  
**COMPANY NAME**\_\_\_\_\_

**BUSINESS PURPOSE OF USE REQUIRING ACCESS TO TOWN WATER** (if Applicant will utilize Town water in connection with construction, the approved site plan must be identified): \_\_\_\_\_

\_\_\_\_\_ **EIN (Employer Identification Number):** \_\_\_\_\_

\_\_\_\_\_  
**PERSON RESPONSIBLE FOR METER**\_\_\_\_\_

\_\_\_\_\_  
**(Street/ P.O. Box Number)**

\_\_\_\_\_  
**(City, State, Zip Code)**

\_\_\_\_\_  
(Phone Number)

\_\_\_\_\_  
(Email address)

**TO BE COMPLETED BY TOWN STAFF:**

Brand Of Meter \_\_\_\_\_ Meter Serial \_\_\_\_\_ Size \_\_\_\_\_ Tag # \_\_\_\_\_

Security Deposit Amount: \_\_\_\_\_ Receipt # \_\_\_\_\_ Cust. ID # \_\_\_\_\_

Circle One: NEW OR RENEWAL ORIGINAL CONTRACT DATE IF RENEWAL \_\_\_\_\_

VEHICLE INSPECTED FOR CROSS-CONNECTION: VIN # \_\_\_\_\_

\_\_\_\_\_  
License Plate # Inspector Signature DATE

\_\_\_\_\_  
Meter Reading (START) DATE

I, \_\_\_\_\_, AGREE THAT THE INFORMATION LISTED ABOVE HAS  
(Printed Name of Representative)  
BEEN REVIEWED AND IS ACCURATE.

\_\_\_\_\_  
Authorized Representative Signature DATE Signature for Town DATE

**TO BE COMPLETED UPON METER RETURN:**

\_\_\_\_\_  
Meter Reading (END) DATE Signature for Town DATE

\_\_\_\_\_  
Authorized Representative Signature DATE Printed Name of Representative: