

CLAYTON COUNTY WATER AUTHORITY  
HYDRANT METER RENTAL APPLICATION/ AGREEMENT

The undersigned Hydrant Meter User, in consideration of permission to use a hydrant meter(s) of the Clayton County Water Authority (hereinafter "CCWA"), hereby agrees to the terms and conditions contained herein.

All use of water through hydrants for other than firefighting activities by fire department personnel or official use by CCWA personnel will be through meter assemblies equipped with backflow preventers.

**HYDRANT METER RENTAL APPLICATION**

**APPLICANT INFORMATION**

Name of Applicant:  Tax ID or SSN:

Name of Business:

Address:  City:  State:  Zip:

Phone:  Email:

Date Issued:  Commercial Use: Yes  No  Caged Meter: Yes  No

**HYDRANT METER RATES AND FEES**

Refundable Commercial Deposit	\$950.00
Refundable Residential Deposit	\$250.00
Non-refundable Connection Charge	\$40.00
Minimum Service Charge	\$69.46
Failure to Submit Meter for Yearly Inspections	\$150.00
Tampering Fee	\$1,500.00
Water Theft through Fire Hydrant	\$2,500.00
Damage Fee	Cost based on Price of Part
Water Rate	\$5.57/1,000 gallons

**PART DESCRIPTION AND ASSOCIATED COST**

Hydrant Meter Total Estimated Cost:	\$1290.19
3" Hydrant Meter	\$551.50
Module W/ Cellular	\$169.44
Bracket Assembly	\$21.25
Register	\$68.00
Hydrant Hose	\$88.93
Double Check W/ Union	\$274.95
Hydrant Adapter Male	\$38.65
2x3 Brass Nipple	\$7.52
3x2 Brass Bushing	\$69.95
Cage	\$89.00

**Customers Responsibilities**

Customer will be required to perform the following task and adhere to the following requirements as a part of applying for the meter:

1. Customer must pay a deposit as set by CCWA's Board of Directors.
2. After payment of the deposit, the customers will be issued a fully tested hydrant meter.
3. Customer should inspect meter and assembly upon receipt.
4. The customers must pay the monthly charges as billed. Additional fees may apply for replacement cost or damages.
5. Use of the hydrant meter outside of Clayton County's borders is strictly prohibited. Hydrant meters found in use outside of the county may be confiscated and a fee may be charged to the customer's account.
6. The customer must return the hydrant meter to CCWA's warehouse annually for inspection of the meter, backflow device and the register that captures usage. CCWA will send notification when the meter is due for testing. Failure to return the meter for annual testing, as required, will result in a penalty of \$150.00 monthly until the meter is returned.

## Customers Responsibilities Continued...

7. If any past due balances are unsatisfied at the time to the return, those balances will be required up front and in full in order to receive another meter.
8. Any modifications or alternations made to the hydrant meter by the customer must be removed prior to returning the meter. Failure to do so will result in additional charges to the customer's account.
9. In order to protect the meter from damage, theft, and unauthorized use, the customer will not leave the hydrant meter attached to the hydrant unless currently in use including but not limited to chaining the meter to the hydrant.
10. The customer will be responsible for protecting the hydrant meter assembly from damage or theft, during their rental including but not limited to damage from freezing. Customer is responsible for the costs associated with the repair or replacement of the hydrant meter, resulting from damage or theft, occurring during their rental period. Repair and replacement costs are based on the actual costs.
11. The customer agrees that they will not tamper with, alter, bypass or modify the connection from CCWA's system to any device utilized by CCWA to meter and measure the water usage to the customer's premises including but not limited to modifying, bypassing or removing the backflow device. In the event that CCWA discovers any circumstance whereby the customer has, or has allowed, a violation of this provision, CCWA shall immediately confiscate the meter from the customer and a \$1,500.00 tamper fee shall be assessed to the customer.
12. In the event any of the above mentioned fees are failed to be paid, the customer will be ineligible to rent any further meters with CCWA.
13. Additionally, CCWA will follow the collections guidelines to collect the past due balance including but not limited to confiscation of the meter or turning the account over to a third party collection agency. After the balance on the account is more than 60 days past due, CCWA reserves the right to confiscate the meter. Once the meter is confiscated, the account will be closed and the deposit will be forfeited. A restocking fee for the meter may be assessed to the account. If the meter is not recovered, the customer will also be billed for the full cost of the meter assembly minus any unutilized deposit.

## Consequences for Noncompliance

If Customer is found using water from a hydrant without prior authorization from CCWA, bypassing any backflow preventer or mobile tank air gap, or if Customer otherwise uses water in violation of this Agreement, Customer may be prosecuted and/or required to pay liquidated damages, a past due water fee based on two (2) times the amount of water used, which amount shall be determined by CCWA in its sole discretion. This fee does not constitute a penalty, but an estimate of damages incurred by CCWA because exact damages would be difficult, if not impossible, to determine.

## Hold Harmless and Indemnity

Customer shall hold harmless and indemnify CCWA for any costs and expenses, including but not limited to court costs and attorney fees, incurred by CCWA in enforcing this Agreement against Customer and/or incurred by CCWA as a result of any claim or cause of action initiated against CCWA as a result of Customer's violation of any provisions or provisions of this Agreement.

## Modifications of Agreement

The terms of this Agreement may be modified by CCWA at any time by providing written notice of such modifications to Customer. The most recent Hydrant Meter Agreement can be found on the CCWA website at [www.ccwa.us](http://www.ccwa.us)

**By signing below, Customer acknowledges that he or she has executed a binding contract on behalf himself, herself, or the legal entity that he or she represents, and that he or she understand and has agreed to all terms contained in this Agreement:**

Customer's Name:  Company's Name:

Requestor's Phone:  Date:

Customer's Signature: