

**Capital Resource Conservation and Development Council  
PA RC&D Rural Community Fire Protection Project**

**PARTNERSHIP AGREEMENT  
TO INSTALL, USE, AND MAINTAIN A DRY HYDRANT**

This Agreement is entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2004 by and between the following parties:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Landowner)  
(Municipality)  
(Fire Department)

For the purpose of installing and maintaining a dry hydrant at the following location:

\_\_\_\_\_  
ADDRESS AND/OR LOCATION DESCRIPTION

It is mutually agreed that the water source at this location should be developed to serve the fire fighting needs of the surrounding community. In order to allow the dry hydrant to be installed and maintained in proper working order, all parties agree to the following conditions:

- A. That Landowner is the owner of record of the property on which the dry hydrant is proposed to be installed and as a party to this agreement will notify Municipality and Fire Company if ownership changes.
- B. That the ownership of the hydrant will remain with the Municipality unless other arrangements mutually agreed upon between Landowner, Fire Company, and Municipality is made.
- C. Municipality will assure that the Dry hydrant is assessable to fire trucks at all times through access maintenance and snow removal.
- D. That no right-of-way or easement will be required to be recorded on the Landowner's deed unless Landowner chooses to do so at his/her own expense.
- E. That repair of any damages or acts of vandalism to the hydrant will be the responsibility of the Municipality and/or Fire Company unless the Landowner performed these acts.
- F. Landowner agrees to allow sufficient area for easy access of fire trucks and equipment to perform routine testing, maintenance and fire control procedures.
- G. Landowner understands that in connection with the installation, construction, maintenance, inspection, testing and repair of said hydrant, Municipality agrees to cause all work to be done in a professional manner; to prevent trespass on property other than within reasonable distance from the hydrant site; to restrict access to the hydrant site to fire trucks, fire equipment and related emergency vehicles; to indemnify and hold harmless Landowner against any and all costs, expenses or losses resulting or arising from the construction, maintenance, inspection, testing, repair and/or use of the hydrant and/or hydrant site; and to indemnify and hold harmless relative to any and all costs, expenses and losses or liabilities which may arise as a result of the use of the water source, the dry hydrant and Landowner's property.

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- H. Landowner shall be under no obligation to keep water in the source and shall not be liable if for any reason the water source does not have sufficient water when Fire Department or related vehicles need to make use of the dry hydrant or the water source.
- I. If the pond is not maintained so as to store or hold sufficient water, Municipality, at its own expense, shall have the right to improve, repair or maintain the water source so that it holds a sufficient quantity of water and Landowner agrees to allow Municipality the necessary temporary right of way in order to complete any such improvements, repairs or maintenance.
- J. Fire Department agrees to provide technical assistance with the installation of the dry hydrant and to test and monitor the dry hydrant on a yearly basis. Testing shall include but may not be limited to the following:
  - Checking for proper water flow
  - Cleaning intake pipe, if needed
  - Determining if there is proper access to the dry hydrant.
- K. Fire Department agrees to report results from testing the dry hydrant to Municipality.
- L. Fire Department understands that this program is intended to provide a universal system of recovering water from identified sources and that fire apparatus will carry the necessary fittings to connect to the dry hydrant. Furthermore, Fire Department understands that the purchase of any equipment to become consistent with this program is the responsibility of the Fire Department.
- M. Landowner or Municipality shall have the right to terminate this agreement at any time in the future by giving not less than 6 months written notice to the Fire Department and/or Municipality of intention to terminate this Agreement.
- N. In the event of termination, the Municipality or Fire Company is under no obligation, but shall have the right to recover the dry hydrant at no expense to Landowner. Municipality will be liable for any damages or losses incurred by removal of the dry hydrant.
- o. All parties understand that this agreement is only valid if funding is secured to install a dry hydrant and will remain in effect until it is terminated.

As Landowner, I/we agree to the above conditions and will allow Municipality or its designated agents, employees, or representatives, to install and maintain a dry hydrant on the above described property.

\_\_\_\_\_  
LANDOWNER

As authorized representatives of the Municipality and Fire Company, we agree to the conditions of this Agreement.

\_\_\_\_\_  
Municipality

\_\_\_\_\_  
Fire Company

\_\_\_\_\_  
Attest