

# AGREEMENT TO INSTALL, USE AND MAINTAIN A DRY HYDRANT

This agreement is entered into on this 20th day of April, 2018 by and between the following parties:

George A & Phyllis M. Smith (Landowner) and  
Town of Windham Town of Windham ("the Town")  
(The Town)

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

26 Highland Cliff Rd Windham, Me. Map# 7 Lot# 12  
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, the parties agree to the following conditions:

- A. The 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 the Town if ownership changes.
- B. The ownership of the hydrant will remain with the Town unless mutually agreed upon between Landowner and the Town.
- C. The Town will make best efforts to assure that the Dry hydrant is accessible to fire trucks at all times through access maintenance and snow removal.
- D. 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. Repair of any damages or acts of vandalism to the hydrant will be the responsibility of the Town unless the Landowner, his agent or invitee caused the damages.
- F. Landowner agrees to allow sufficient area for and access to the Dry Hydrant by fire trucks and equipment to perform testing, maintenance and fire control procedures.
- G. Landowner understands that in connection with the installation, construction, reconstruction, maintenance, inspection, testing and repair of said hydrant, the Town agrees to cause all work to be done in a good and workman-like manner; not to access Landowner's property other than within a reasonable distance from the hydrant sites; to restrict access to the hydrant site to only 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, reconstruction, 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.

- H. Landowner shall be under no obligation to keep water in the water source and shall not be liable if for any reason the water source does not have sufficient water at the time when Fire Dept. or other related vehicles would need to make use of the dry hydrant and the water source.
- I. The Town agrees to install 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.
- J. The Town understands that this program is intended to provide a universal system of recovering water from identified sources and that fire trucks will carry the necessary fittings to connect to the dry hydrant. Furthermore, the Town understands that the purchase of any equipment to become consistent with this program is the responsibility of the Town.
- K. Either party shall have the right to terminate this agreement at any time by giving not less than 6 months written notice of intention to terminate this Agreement.
- L. In the event of termination, the Town shall have the right to recover the dry hydrant at no expense to Landowner. The Town will be liable for any damages or losses incurred by removal of the dry hydrant.
- M. All parties understand that this agreement is only valid if funding is secured to install a dry hydrant, after which it will remain in effect until it is terminated.

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

Henry A. Smith Therese M. Smith 4/20/18  
Landowner(s)

As an authorized representative of the Town, the Town agrees to the conditions of this Agreement.

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Town of Windham, Maine