

CFOA SOUTH EAST REGION MEMORANDUM OF UNDERSTANDING

THE INSTALLATION AND REPAIR OF FIRE HYDRANTS AND THE USE OF WATER FOR EXTINGUISHING FIRES OR PROTECTING LIFE AND PROPERTY IN THE EVENT OF FIRE

1 Introduction

- 1.1 This Memorandum of Understanding has been agreed collectively by the Fire and Rescue Services and Water Companies that make up the Chief Fire Officers Association (CFOA) South Eastern Region Water Group. Its purpose is to form a common approach and a basis for establishing an efficient working relationship between these parties. The document is evolutionary in nature, and therefore subject to change and amendment as working practices and agreements develop.
- 1.2 This document is not a contract nor is it legally binding, and should be read in conjunction with the current edition of the LGA/Water UK National Guidance Document on the Provision of Water for Fire Fighting.
- 1.3 Nothing contained in this document shall replace or detract from the statutory duties of either party as contained in the Fire and Rescue Services Act 2004 and the Water Industry Act 1991.
- 1.4 In order to deliver the expectations of this MOU, it will be necessary for organisations to hold third party information. In the event of a request to disclose such information by another party, express permission from the information owner should be obtained before releasing it.
- 1.5 This document comprises of an Agreement, a set of Appendices and, where appropriate, details of the Local Specific Arrangements drawn up between each Water Company and Fire Authority (where their areas of responsibility overlap).

2 Statutory Responsibilities

These are governed by The Water Industry Act 1991 (amended 2003) and the Fire and Rescue Services Act 2004 and supporting Regulations.

- 2.1 Under the Water Industry Act, the Water Company must:
 - Provide fire hydrants on their main, other than a trunk main, when requested by the Fire Authority, at such places as may be most convenient for affording a supply of water for extinguishing a fire.
 - Keep fire hydrants in good working order¹

1 Case law (Veolia Water v London Fire Brigade 2009) has provided clarification on the statutory definition of the term 'good working order'

2.2 Under the Fire and Rescue Services Act 2004, the Fire Authority must:

- Take all reasonable measures for securing an adequate supply of water for extinguishing fires or protecting life and property in the event of fire.
- Have efficient arrangements to obtain information about water supplies and access to water.
- Pay or arrange payment to the Water Company in respect of its costs in complying with their obligations in 2.1 above.
- The Water Company shall, following a request from the Fire Authority, take all necessary steps to provide a supply and pressure of water that is greater than that is normally provided, for the purposes of extinguishing a fire. The Fire Authority will inform the Water Company when the fire has been extinguished.

3 Regional Liaison

3.1 The Fire Authorities and the Water Companies will be members of the relevant Chief Fire Officers Association (CFOA) Regional Fire Services/Water Companies Water Liaison Group. Both parties shall confirm and jointly hold an agreed list of contact representatives. The agreed list shall be reviewed, and amended as required and confirmed at each formal meeting. In the period between such meetings, each party may appoint replacements and should notify the other party.

3.2 The contact representatives shall meet formally on an agreed basis and also when necessary at the request of either party. The Chairperson of the forum may vary the frequency depending upon the needs of the meeting and those parties present.

3.3 Standing items on the Agenda of the formal meetings shall be:

- Review of contact representatives
- Review of performance in relation to issues referred to in this Memorandum of Understanding

3.3 Issues concerning Fire Authorities and/or Water Companies other than those party to this Memorandum of Understanding may be taken to the Regional Liaison Group.

4 Local Arrangements

- 4.1 Arrangements in place between the Water Companies and the Fire Authorities are as detailed in the accompanying appendices to this document. Where a Water Company and Fire Authority agree to have an arrangement which differs from those in the Appendices, this will be listed in the Local Specific Arrangements. It is expected that Water Companies and Fire Authorities work jointly to achieve mutually agreeable working arrangements.

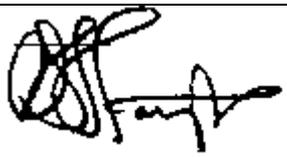
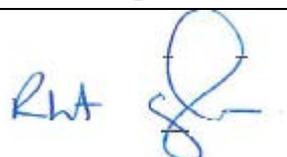
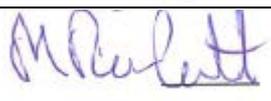
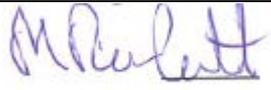
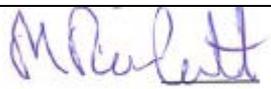
5 Joint Review

- 5.1 This document is expected to evolve as working practices and agreements change, however, the agreement and appendices should not be revised without consultation with all parties. Local Specific Arrangements may be amended at any time where the Water Company and Fire Authority involved agree this is required.
- 5.2 The principles of this document will be reviewed and reconfirmed annually at the first meeting each year of the CFOA South East Region Water Liaison Group. The appendices will be reviewed and updated in line with current practices as agreed.

Signed For Fire Authority

Name	Title	Signature	Date
Buckinghamshire FRS	DIRECTOR OF PUBLIC SAFETY		8/3/12
East Sussex FRS	Chief Fire Officer and Chief Executive PROPERTY SERVICES MANAGER		08/04/2012
Hampshire FRS			16 - 4 - 12
Isle of Wight FRS	Station Manager		1/05/2012
Kent FRS	DIRECTOR OPS / POLICY + RESILIENCE		26/7/12
London FRS	London Fire Commissioner		10/04/12
Oxfordshire FRS	CFO DAVE EVERIDGE		15th February 2012.
Royal Berkshire FRS	CFO		23 Feb 2012
Surrey FRS	ACO Op Spt		22 Feb. 2012
West Sussex FRS	CFC		6/3/12

Signed For Water Company

Name	Title	Signature	Date
Portsmouth Water	Engineering Director.		04/04/12
Sembcorp Bournemouth Water	MANAGING DIRECTOR		27/7/12
South East Water	PAUL BURGER MANAGING DIR		3 APRIL 2012
Southern Water	CEO		8/3/12
Sutton and East Surrey Water	OPERATIONS MANAGER (NETWORKS) ROB BALDRY		28/Mar/12
Thames Water	DIRECTOR, ASSET MANAGEMENT		19/07/12
Veolia Water Central	MR. ROWLATT		20 th Feb. 2012
Veolia Water East	..		..
Veolia Water Southeast	..		..

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APPENDIX 1

NOTIFICATION OF PROPOSED NEW MAINS

1.1 Subject to the Water Company's statutory duties to lay water mains within specific periods, the Water Company shall give the Fire Authority written notice (see example letter below) of any new mains to be laid as soon as plans are available and not less than 42 calendar days prior to the commencement date. Such notice to include:- or other locally agreed - timescale

- a) a plan giving sufficient detail to identify the site and the location of the existing mains in the area (three copies where not sent electronically); and
- b) in relation both to hydrants on:
 - i the new main and
 - ii any existing main whose flows are affected by the new main

an indication of whether or not the anticipated flows available (under normal demand conditions and with no additional demands from third parties beyond the control of the Water Company) will meet (on the Commission Date) the ideal requirements set out in Appendix 5 of the National Guidance Document, it being understood that future flow rates cannot be guaranteed.

It is recognised by both parties that the Water Company has no obligation to meet these ideal requirements and that the purpose of the information is to assist the Fire Authority in planning their requirements.

- c) in the case of a phased development, such details as may be available of the later stages of the development and the name and address of the developer; and
- d) if known, the Commencement Date.

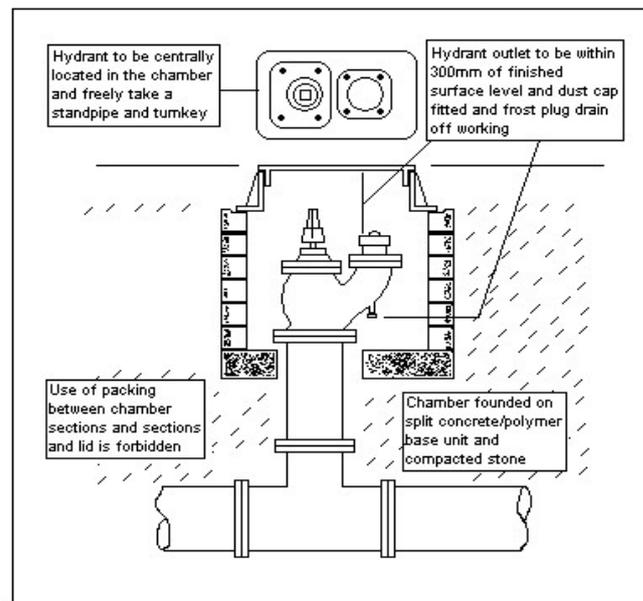
1.2 The Fire Authority shall return a copy of the plan marked with the position of the hydrants required, together with an official request/order to cover the installation of the hydrants marked on the plan, as soon as reasonably practicable but within 20 calendar days of receipt of the notice. Exceptionally, if the Water Company has not been able to give 20 calendar days notice, the Fire Authority will return drawings within 10 calendar days, but no later than the notified Commencement Date.

1.3 The Fire Authority shall be consulted on any change to the initial notice, which will affect the proposed length, line or size of the main or the position of any hydrant.

1.4 Where no initial commencement date was notified the Water Company will advise the Fire Authority of the commencement date as it becomes known.

1.5 To this end:

- The Fire Authority will require British Standard approved hydrant design criteria for new developments. See the example below.



- New fire hydrants shall be positioned clear of vehicular traffic routes where practicable.
- When submitting hydrant location plans to the Fire Authority for approval, the Water Company will advise the Fire Authority of the Developer's programme and critical dates for response.

EXAMPLE LETTER

Name of Water Company
Address Line 1
Address Line 2
Address Line 3
Town/City
County & Post Code

Tel: (to be completed by Water Company)
Fax: (to be completed by Water Company)
E-mail: (to be completed by Water Company)

Our Ref: (to be completed by Water Company)

Date: (to be completed by Water Company)

Dear Sir/Madam

Ref: (Address – to be completed by Water Company)

In accordance with the provisions of section 43(i) of the Fire and Rescue Services Act, 2004, I give notice that [water company name] propose to carry out work at the above address, for the purpose of supplying water.

The plans attached include the proposed location of fire hydrants, designed in accordance with [Fire Authority name] hydrant location criteria for new developments. Could you please respond by filling in the section at the bottom of this page and returning to the above fax number or e-mail address either i) confirming the position of the proposed hydrants, or ii) disagreeing and returning the plans marked up with the new hydrant positions by post.

Could you please reply within 42 calendar days of receipt of this notice i.e. by *(date of receipt to be inserted by Water Company)* (which allows for 2 days postage time). If a response is not received then it will be deemed that the proposed hydrant designs and associated costs have been accepted.

Nature of the work, along with the estimated commencement date is listed below:

- Nature of work
(Details to be inserted by Water Company, example: Lay new 180mm MDPE main approximately 600m between Ravenscourt Square and Goldhawk Road to serve 235 domestic dwellings from existing 300mm main).
- Estimated Commencement Date: *(to be inserted by Water Company)*

This date is the customer's estimated start date for onsite works to commence

Yours faithfully

Name)
) (to be completed by Water Company)
Title)

Following section to be completed by authorising Water Officer and returned to addressee at Water Company by fax or e-mail.

Tick section as applicable:

- I agree to the layout of the proposed hydrants .

Name: _____ Signature: _____ Date: _____

- I require amendments to the proposed hydrant layout, and am returning the plans marked up with the new hydrant positions by post.

Name: _____ Signature: _____ Date: _____

- No hydrants are required on this site/development.

Name: _____ Signature: _____ Date: _____

APPENDIX 2
INSTALLATION OF NEW FIRE HYDRANTS

- 2.1 This section shall apply to installation of new fire hydrants on:-
- new mains
 - existing mains
 - mains renewals (including diversions)
 - mains rehabilitation
- 2.2 Within 14 calendar days of the date the hydrant installation was signed off or completed, the Water Company shall notify the Fire Authority that the hydrant is available for inspection, with detail of location of the fire hydrant, and the as-laid plan. The as-laid plan shall:
- a) Show position of any hydrants installed, or washouts adopted
 - b) The Fire Authority order number against each hydrant on the as-laid plan.
- 2.3 As soon as reasonably practicable but within 28 calendar days of receipt of the notice of the hydrant installation, the Fire Authority shall inspect the hydrant and inform the Water Company, listing the defects if it is unsatisfactory. The Water Company will issue an invoice where appropriate after the notification of requirement to inspect the hydrant. If defects are reported, the Water Company shall not issue an invoice until the defects have been rectified and the hydrant has been accepted, or will place a hold on invoices already submitted.
- 2.4 If remedial work is required, it shall be carried out within 60 calendar days (or as specified in the Local Specific Arrangements) of receipt by the Water Company of defect notification and will be re-inspected as 2.3 above.
- 2.5 As responsibility for post and plating varies between the parties involved in this MOU these will be listed in the Local Specific Arrangements.
- 2.6 Once accepted (and following expiry of the warranty period given by the Water Company for new fire hydrants, see Appendix 13) the Fire Authority shall be responsible for the Water Company's costs of maintaining the hydrant, (where appropriate) at the rates given in the Local Specific Arrangements.

- 2.7 Where it becomes necessary to re-site existing hydrants as a consequence of mains renewal, the positioning should be agreed between the Water Company and the Fire Authority prior to the commencement of any work.
- 2.8 By agreement between the Fire Authority and the Water Company a washout hydrant may be converted to a fire hydrant and the charges for necessary modifications and subsequent maintenance shall be in accordance with the rates in the Local Specific Arrangements.

APPENDIX 3

RECORDING OF NEW FIRE HYDRANTS

- 3.1 This section is to be read in conjunction with Appendices 1 and 2 as it applies to the installation of new fire hydrants on new mains, existing mains, mains renewals (including diversions), mains rehabilitation and new sites and developments.
- 3.2 Arrangements for the physical installation of new fire hydrants and the recording of their location and status are essential for Fire Authorities and Water Companies in order for both to meet their statutory obligations.
- 3.3 Information supplied to fire crews via mobile data terminals means that information on new hydrants must be accurate and up to date in order for water supplies to be sourced quickly and efficiently during operational fire fighting.
- 3.4 Modern database and Geographical Information Systems (GIS) will mark fire hydrant locations according to either a specific property address or alternatively (in rural areas) a 12 digit code (easting/northing) that is accurate to one metre or less. These systems should also show the operational status of each fire hydrant and the Fire Authority agrees to keep their databases up to date with both their own information and that information supplied by the Water Company.
- 3.5 Whilst every effort shall be made by the Water Company to install fire hydrants at the precise location requested by the Fire Authority under the arrangements contained in Appendices 1 and 2, it is accepted that sometimes this may not be possible. Reasons for this include the existing site infrastructure (including existing pipes for water, gas, communications etc) and any similar restrictions that prevent physical installation of either a fire hydrant or branch pipe serving it.
- 3.6 Where a fire hydrant requested by a Fire Authority cannot be installed within 5 metres from the requested installation point, the Water Company must notify the Fire Authority as soon as reasonably practicable in order to arrange and agree an alternative location. To prevent delay to onsite works, the Fire Authority must agree an alternative location with the Water Company in not more than one working day. Databases will be amended as necessary to indicate the new addresses and locations of fire hydrants.
- 3.7 Fire Authority databases and GIS shall record and display new fire hydrants as proposed fire hydrants until the installation within a scheme or development is complete as detailed in Section 2.2.

- 3.8 Where fire hydrant installations have changed from those originally requested by the Fire Authority, the Water Company must provide the Fire Authority with an amended site plan showing the new/final locations of fire hydrants and their deviation from the original requirements. These can be forwarded either electronically or in paper format but must originate from the Water Company rather than any contractors or operatives appointed by them.
- 3.9 On completion of the mains work or the new site or development, databases and GIS will be amended to show proposed fire hydrants as now being fully operational and operable.
- 3.10 Where a replacement hydrant has been installed, and the old hydrant is no longer required, then the Water Company and the Fire Authority should treat it as an abandoned hydrant as set out in Appendix 12.

APPENDIX 4

FIRE HYDRANT INSPECTIONS AND TESTS

- 4.1 Where the Fire Authority inspects and tests fire hydrants, this shall be in accordance with the following procedure laid down in the National Guidance Document.

Hydrants will be inspected in line with the frequency outlined and procedures agreed in the Local Specific Arrangements.

a) Site Inspection

- Check site and operate safe working procedures
- Check for location and condition of relevant hydrant marker as agreed in Local Specific Arrangements or to a minimum Fire and Rescue Services Act 2004 requirement
- Remove any overgrowth or debris around area

b) Dry Test

- Remove hydrant cover
- Check pit for condition, contamination or debris
- Remove debris and any excess water
- Check for visual leaks or damage to the hydrant structure

c) Wet Test

- Remove hydrant cover
- Check pit for condition, contamination or debris
- Remove debris and any excess water
- Fit standpipe key and bar and either blanking or testing cap
- Open hydrant slowly to charge hydrant fully, ensuring that only a small amount of water is drawn off at a flow rate no more than a domestic tap
- Check function of valve to ensure spindle is free and there are no leaks
- Close hydrant, release pressure. Remove cap, key, bar and standpipe, check for leaks and refit hydrant cover

- 4.2 Where it is considered operationally necessary to conduct initial or periodic flow tests on hydrants (including private fire hydrants) or other systems drawing water such as dry risers, the Fire Authority shall obtain consent from the Water Company. Consent will not be unreasonably refused, but the Water Company may apply conditions, including the time of the test, to minimise disturbance to the distribution system. Where practicable the Fire Authority shall advise the Water Company not less than 7 days in advance of carrying out the agreed procedure and otherwise give as much notice as is practicable in the circumstances.

4.3 The Fire Authority shall maintain records of all tests.

APPENDIX 5

FIRE HYDRANT MAINTENANCE AND REPAIRS

Where a Fire Authority identifies a defect with a fire hydrant

- 5.1 In order to meet their statutory duties to secure water supplies for the purposes of fire fighting, Fire Authorities undertake inspections of fire hydrants with their respective areas. Fire Authorities may undertake repairs, at their own cost, if agreed within the Local Specific Arrangements.
- 5.2 Where repairs are not undertaken by the Fire Authority, an order will be placed with the Water Company for the work to be carried out by them as follows:
 - i. Dangerous/priority work requiring immediate attention (a defect that represents a significant hazard to the Fire Authority or the public) - 24 hours
 - ii. Urgent work requiring quick attention (a defect that has rendered the hydrant unusable for fire fighting purposes) – 28 calendar days or as defined in the Local Specific Arrangements
 - iii. Routine work (a minor defect) – 60 calendar days or as defined in the Local Specific Arrangements
- 5.3 Once the Water Company has informed the Fire Authority of the completed repair the Fire Authority shall inspect the fire hydrant and sanction payment upon receipt of a valid invoice or inform the Water Company if the repair is unsatisfactory, stating its reasons.
- 5.4 Completed works that are deemed unsatisfactory by the Fire Authority will be referred back to the Water Company for resolution in one of the following ways:
 - a) rectification within the timescales laid out in section 5.2 i, ii and iii,
 - b) a joint site meeting from which a solution is agreed
 - c) any other arrangements that are jointly agreeable to the Fire Authority and Water Company.
- 5.5 The Fire Authority will make payment to the Water Company within 35 calendar days following satisfactory completion of repairs agreement and submission of an invoice.

Where a Water Company identifies a defect with a fire hydrant

- 5.6 Water Companies have a legal duty to maintain fire hydrants in good working order and Fire Authorities have a legal duty to meet Water Company's reasonable costs of so doing. From time to time Water Companies will identify fire hydrants with defects and the purpose of this section is to set out practical guidance for the Water Company and Fire Authority to follow in these circumstances.
- 5.7 The Water Company will notify the Fire Authority electronically or in writing of any fire hydrants it has inspected and believes may not be suitable for fire fighting purposes or which present a safety concern or a water contamination issue. For the avoidance of doubt the Water Company does not need confirmation from the Fire Authority before undertaking work to its fire hydrants whether at its own expense or where chargeable to the Fire Authority. However as a matter of good practice the Water Company will ask for confirmation unless it considers the level of urgency warrants immediate rectification.
- 5.8 The Water Company's notification must be in a mutually agreed format but would usually include the following information:
- date of notification
 - hydrant ID number (where known)
 - hydrant address
 - the point of defect (spindle, outlet, other) or other safety concern
 - the extent of the defect (where appropriate)
 - the action taken by the Water Company to remedy the defect and its result
 - an opinion on the effect any defect has on the hydrant being able to be operated and provide a supply of water for operational fire fighting
 - the work that the Water Company intends to undertake to the fire hydrant

Meaning of Good Working Order

- 5.9 The High Court has ruled that a fire hydrant will be in good working order if **all** of the following conditions are met:
- a) It operates effectively to provide a supply of water for fire fighting purposes;
 - b) It does not pose a safety risk to either a potential operator or the public
 - c) It does not present a risk of contamination to the water supply

The Court applied these principles to five practical situations the effects of which are set out below. This is not an exhaustive list.

Case 1 Hydrants (including their frames and covers) are in a dangerous condition

Case 2 Hydrant where water is overflowing the pit as a result of a leak, whether the leak is from the spindle or main valve

Case 3/4 Hydrants where the main valve is letting by at such a rate that water remains in the pit and it is either above the level of the outlet, or there is risk of water being drawn back into the supply.

Case 5 Where the hydrant has a minor leak through the spindle that cannot be remedied by tightening or adjusting the valve, or a minor leak through the main valve that is being discharged through the frost valve or outlet, and the extent of the leak is such that it does not cause the pit to fill up with water - in other words, the extent of the leak is such that the water can be removed from the pit either by seepage or by evaporation, or a combination of both.

Note: Whilst the Court examined the situation concerning silt within fire hydrant pits and the operation of the frost valve, from a practical perspective the test is whether any water in the pit remains above the level of the outlet for a period exceeding 10 minutes after any remedial measures are taken.

In Cases 1, 2, 3 and 4 the fire hydrant is not in good working order and the Water Company has a duty to remedy the defect. These will be chargeable jobs to the Fire Authority.

In Case 5, the Water Company would be obliged to remedy the defect only if it first informs the Fire Authority of the leak and the Fire Authority failed to take reasonably prompt steps to inspect the hydrant and satisfy itself that it was not likely to become inoperable before it was next due for inspection. If the Water Company chooses to remedy the defect without informing the Fire Authority of the leak then the job will not be a chargeable job to the Fire Authority.

Practically, Case 5 occurs where water from any minor main valve or spindle leak flows into the pit, but the water level in the pit remains below the hydrant outlet

5.10 The Fire Authority is not required to inspect the fire hydrant but may choose to do so.

Where it chooses to inspect the fire hydrant the Fire Authority's Inspector will make a judgement on the operability of the hydrant for the purpose of providing a supply of water for fire fighting and whether its condition is such that an order for repair is required. The criteria used to make this judgement will be as follows:

a) Does the hydrant operate efficiently so as to provide a supply of water for fire fighting purposes?

- b) Is any leakage (whether from the outlet or the spindle) sufficiently minor that it can be removed from the pit either by seepage or evaporation, or a combination of both?
- c) Is it likely that the condition of the hydrant is not going to deteriorate in advance of the next inspection?
- d) Does any water (either within the pit or discharged into it when the hydrant is operated) remain above the level of the outlet after a period of 10 minutes has elapsed?

If the answer to considerations a) or b) or c) above is 'no' or the answer to consideration d) is yes, the hydrant must be considered to be in need of maintenance. If this cannot be undertaken in house by the Fire Authority, an order must be placed with the Water Company.

Where Case 5 applies, the Fire Authority should make a reasonably prompt inspection and in any case respond to the Water Company in a timeframe agreeable locally between the Water Company and the Fire Authority. If the Fire Authority is satisfied that the hydrant is likely to become inoperable before it is next due for inspection the Fire Authority should inform the Water Company accordingly and the repair will be chargeable to the Fire Authority.

Alternatively, if the Fire Authority is satisfied that the hydrant is not likely to become inoperable before it is next due for inspection the Fire Authority should inform the Water Company accordingly and the repair will not be chargeable to the Fire Authority.

Should the Fire Authority fail to reply to the Water Company in a timeframe agreeable locally between the Water Company and the Fire Authority, the Water Company may proceed with the appropriate repair and charge the Fire Authority its costs for doing so.

Standard Arrangements

- 5.11 The Fire Authority should issue the Water Company a purchase order for any maintenance works that the Water Company is required to undertake, whether or not the Fire Authority initiated the works.
- 5.12 The Water Company should notify the Fire Authority of the completion of any maintenance works within 7 calendar days of completion.
- 5.13 Upon completion of any repair works notified by the Water Company, the Fire Authority will inspect the work within 28 calendar days to satisfy itself that it has been carried out satisfactorily and will notify the Water Company accordingly.
- 5.14 The Fire Authority shall be responsible for the cost of maintenance of all accepted installations, except where there is sufficient evidence that damage has been caused by a hydrant user authorised by the Water Company or other circumstance as set out in the Local Specific Arrangements.
- 5.15 The Local Specific Arrangements will set out any circumstances whereby the Fire Authority is permitted to carry out minor repairs. Repairs to any fire hydrant which requires a valve operation (other than operating the hydrant itself) shall only be carried out by the Water Company or its approved contractors.
- 5.16 If either the Water Company or the Fire Authority discovers a fire hydrant without water it shall inform the other party as soon as reasonably practicable. In either case, the Water Company will investigate and report back to the Fire Authority within 7 calendar days.
- 5.17 Charges for repairs or replacement fire hydrants shall be in accordance with rates identified in the Local Specific Arrangements.

APPENDIX 6

NOTIFICATION TO FIRE AUTHORITIES OF WATER SHUTDOWNS

- 6.1 Works undertaken by Water Companies may necessitate the shutdown of a water main during which time any fire hydrants fitted to it will not be able to provide water. It is essential that Fire Authorities are aware of any water shutdowns that may have an implication on the availability of water in order that appropriate planning and contingency arrangements can be made.
- 6.2 Fire Authorities acknowledge and understand the need for maintenance on the water main infrastructure and that many such works may only necessitate the closure of a water main for a short time. This section therefore details the circumstances under which a Fire Authority will need to be notified of work requiring a mains shutdown.
- 6.3 Planned shut downs in excess of six hours must be notified to the Fire Authority in accordance with the Fire and Rescue Services Act 2004 (part 5, section 43) as follows:

Subsection (2) "A person who proposes to carry out works affecting a fire hydrant must give at least 7 days' notice in writing to the Fire and Rescue Authority in whose area the hydrant is situated".

Subsection (3) "If it is not practicable for a person to give notice as required by subsection (2), he is to be regarded as having given the notice required by that subsection if he gives notice as soon as practicable".

Subsection (3) "A person commits an offence if, without reasonable excuse, he fails to give notice as required by subsection 2".

- 6.4 The Water Company will use their reasonable endeavours to notify the Fire Authority of any mains shutdown where fire hydrants will be affected in any one of the following circumstances:
- a) where the shutdown is expected to exceed six hours.
 - b) where roads are to be closed which may hamper access by emergency vehicles.
- 6.5 Notifications should be forwarded as soon as practicable in advance of the shutdown occurring, or in the event of an emergency as soon as the Water Company are aware that the shut down may exceed six hours, in order to allow the Fire Authority to act upon them.

The notification should include the following information:

- date of shutdown
- road(s) and locality/localities affected

- duration of shutdown (i.e. 0900 hours to 1800 hours)
- contact details of sender
- contact details of on-site operative

6.6 Notifications should be forwarded by e-mail to the recipient(s) identified in the Local Specific Arrangements.

Where notification cannot be relayed electronically for whatever reason, the notification should be faxed to the recipients detailed in the Local Specific Arrangements.

6.7 The Local Specific Arrangements should cover specific high risk sites which may require different procedures to that given above.

APPENDIX 7

FLOW REQUIREMENTS FOR FIRE FIGHTING

- 7.1 The Water Company shall endeavour to inform the Fire Authority where it estimates that flows available will not meet the ideal requirements set out in Appendix 5 of the National Guidance Document, in the following circumstances:-
- a) Notification of proposed new mains
 - b) Where a significant permanent change to the existing water main network is planned
 - c) Where a temporary change (in excess of six hours) to the water mains network occurs (planned or emergency)

It is recognised by both parties that the Water Company has no obligation to meet these ideal requirements and that the purpose of the information is to assist the Fire Authority in planning their requirements. It is also recognised that the Water Company may not have sufficient information on the property types within the surrounding area to be able to identify the flow rates required.

- 7.2 Where required by either party the Fire Authority and the Water Company shall undertake joint risk assessments, prioritised appropriately, as set out in Section 5 of the National Guidance Document 'General principles of providing and securing water for fire fighting'. No reasonable request to undertake a joint risk assessment, made by either party, will be refused. Each party will normally bear its own costs for such assessments but in exceptional circumstances the parties may agree alternative arrangements.
- 7.3 The Water Company shall endeavour to consult with the Fire Authority at the planning stage of any of the circumstances detailed in 7.1.
- 7.4 The Water Company shall following a request from the Fire Authority, take all necessary steps to provide a supply and pressure of water that is greater than normally provided, for the purposes of extinguishing a fire and this can include the Water Company shutting off water from the mains and pipes in the area. The Fire Authority will inform the Water Company as soon as the additional supply of pressure is no longer required, prior to shutting off the hydrant so as to minimise any issues with build up of pressure.

APPENDIX 8

USE OF FIRE HYDRANTS AND WASHOUTS

- 8.1 Water quality considerations, as set out in Section 8 of the National Guidance Document for the Provision of Water for Fire Fighting, shall be taken into account when operating fire hydrants. The Water Company shall brief the Fire Authority on the correct use of fire hydrants to ensure compliance with these considerations.
- 8.2 The Fire Authority shall ensure that personnel carrying out inspections are adequately trained to operate hydrants and shall ensure that they are operated in the manner in accordance with the brief referred to in Appendix 4, and in accordance with any Local Specific Arrangements.
- 8.3 Where the Fire Authority wishes to operate a hydrant for non-operational purposes consent should be obtained from the Water Company, other than for on-site training, routine inspections and pressure testing. On-site includes fire stations or private training grounds. Consent of the Water Company should be obtained for planned off-site exercises where a volume of water is involved, so that the Water Company can confirm whether water quality or sufficiency issues may be experienced by consumers.
- 8.4 The Fire Authority shall not operate valves (other than a hydrant) on the Water Company's distribution system except where these have been specifically identified and agreed as being available for use in fire fighting circumstances and as set out at paragraph 8.3 above. The Water Company shall be notified of each occasion they are used.
- 8.5 The Water Company shall have in place a procedure for controlling the third party use of fire hydrants other than for the purpose of operational fire fighting purposes as listed at paragraph 8.3 above. The Fire Authority may inspect a copy of such arrangements.

This is to include:

- Written agreement between the Water Company and third party user
 - Duration of agreement
 - Training
 - Hire of Equipment
 - Arrangements for notification by the third party to the Water Company of any damage caused
 - Listed third party users
 - Agreements for use (e.g. single fire hydrant roving licence)
- 8.6 In accordance with the statutory duty to secure water for fire fighting purposes the Fire Authority may in exceptional circumstances draw water from washout hydrants. Operation of all washouts shall be in accordance with the requirements for hydrants set out above. The Water Company has no

responsibility for maintaining washouts for the use of Fire Authorities; therefore the risk of operating washouts is borne by the Fire Authority only. The Fire Authority is responsible for advising their operational personnel of the additional risks involved with washouts, including a higher risk of the valves being seized. The Fire Authority shall notify the Water Company of such use as soon as practicable and always within 24 hours of the use.

APPENDIX 9

WORKS AFFECTING FIRE HYDRANTS

- 9.1 Where the Water Company becomes aware that reconstruction or realignment of the highway will result in a hydrant being relocated to within the highway, they will consult with the Fire Authority with regard to agreeing its relocation. The Fire Authority may issue a works order for the relocation of the hydrant.
- 9.2 The Water Company will seek to obtain the costs of relocating fire hydrants from the third party requesting the highway diversion.
- 9.3 The Water Company shall consult the Fire Authority before any fire hydrant is moved.
- 9.4 When a hydrant is re-located, the old hydrant, together with the signs and cover and lid shall be treated as though it was abandoned in accordance with Appendix 12.
- 9.5 Where either party becomes aware of a change in circumstances that has significant impact on the accessibility or operation of a hydrant they will inform the other party as soon as is reasonably practicable and agree any further action.

APPENDIX 10

FILLING OF SWIMMING POOLS AND PONDS

- 10.1 Due to the association of Fire Authorities having access to large quantities of water from fire hydrants, the public occasionally make requests to Fire Authorities to fill or top up a swimming pool or pond.
- 10.2 Fire hydrants are only provided for use by authorised agencies/ personnel and Fire Authorities for use in an emergency, training or to replenish water supplies on appliances.
- 10.3 Any request to fill or top up a swimming pool and ponds should be declined by the Fire Authority and the person making the request directed to the relevant Water Company.
- 10.4 In the event of a request for replenishment of water for humanitarian reasons, e.g. a drinking water supply for livestock or to replenish a pond or lake where aquatic life is threatened, permission should be sought from the Water Company. In the vast majority of cases the event can be planned between both parties, but should the Fire Authority decide that urgent replenishment is appropriate and Water Company permission has not yet been obtained, water should be replenished in a careful and controlled manner to a level to remove the threat. In these cases notification should be made to the Water Company as soon as reasonably practicable after the event.
- 10.5 In the event of a private water supply, e.g. pond or swimming pool, being used by a Fire Authority as an emergency water supply during an incident, the Fire Authority will undertake to replenish the water free of charge as the consumer has already paid for the supply of water. In these circumstances the Fire Authority will contact the Water Authority before the replenishment of the supply to decide the best method of carrying out the operation.
- 10.6 The day-to-day liaison route between Fire Authorities and Water Companies should be through the Fire Authority's Water Officer. As such, all routine contact should be directed through this department. If however the matter is urgent contact can be made directly to the Water Company through the Fire Authority Officers responsible for out-of-hour management of issues.

APPENDIX 11

DATA LOGGING DEVICES FITTED BY WATER COMPANIES TO FIRE HYDRANTS

- 11.1 Data loggers may be fitted to fire hydrants by Water Companies in order to monitor pressure or leakage within the mains distribution network. The types of devices used can vary, ranging from caps that are fitted to the outlet of the hydrant to magnetically attached devices. In order to continuously monitor changes within the mains distribution network, the devices may be moved to different locations in a matter of days or be left in situ for a longer period of time.
- 11.2 Where practical, Water Companies should not use fire hydrants for permanent data logger installation.
- 11.3 It is important that Fire Authorities have quick and easy access to fire hydrants in order to be able to utilise them for fire fighting activities at any operational incident where a rapid response time can be critical. Fire Authorities should therefore be aware of the types of devices fitted and the action to be taken when they are encountered.
- 11.4 Some types of data logging devices contain a coloured LED that will flash intermittently. This can sometimes be visible through the hydrant cover and in the past have been confused with security devices.
- 11.5 To ensure that a good level of awareness exists regarding logging devices, Water Companies should inform Fire Authorities of the types of devices that they use and install. This information should be updated as technology advances and new types of devices are developed and include:
- a) the types of loggers to be fitted.
 - b) photographs of the types that can be fitted.
 - c) guidance for their safe removal.

This information should be e-mailed to Fire Authority Water Officers, ideally in Microsoft Word format.

- 11.6 Fire Authorities will ensure that information is circulated to all fire stations who may encounter data loggers during the course of their activities and are aware of the procedures to be taken when a fire hydrant fitted with a logger is required for use.
- 11.7 Whenever a data logger is removed by Fire Authority personnel, it should be left in the pit and the Water Company notified of its location as soon as possible, at least by the end of the next working day.

11.8 The example below shows the ideal format that information should be provided in.

EXAMPLE

Data logger



Photograph showing typical data logger installation with hydrant cap and flexible hose

To remove this type of data logger for emergency use of the fire hydrant:

1. Shut hydrant fully using key and bar.

If not sure that hydrant is closed, take pressure reading from meter attached to confirm that hydrant is completely shut.

2. Disconnect data logger and flexible hose from hydrant cap.
3. Carefully remove hydrant cap using key and bar.

Take care when removing cap as there may be some residual pressure in the hydrant.

Do not stand directly above the hydrant when removing the cap.

4. Leave data logger, hydrant cap and hose in fire hydrant chamber.

APPENDIX 12

ABANDONMENT OF FIRE HYDRANTS

- 12.1 The Fire Authority may abandon or disestablish any fire hydrant that is no longer required for operational purposes by serving written notice on the Water Company. The Water Company may also choose to abandon hydrants for example after they have been relocated and in such circumstances the Water Company shall notify the Fire Authority.
- 12.2 Within 28 calendar days of receipt of a notice of abandonment from either party, the indicator plates and covers shall be removed from the abandoned fire hydrant by the notifying party. Upon completion of those works or 28 calendar days after receipt of the notice, whichever is the sooner, the cost of maintenance of the hydrant will cease to be the responsibility of the Fire Authority. Charges will be in accordance with those listed in the Local Specific Arrangements or as individually identified. The charges may include the costs any repairs required if the hydrant is to be retained as a washout by the Water Company.
- 12.3 Within 28 calendar days of receipt of the notice of intended abandonment, the Water Company will advise the Fire Authority if the hydrant is to be retained as a washout, or is to be removed.

APPENDIX 13

WORKMANSHIP AND MATERIALS

- 13.1 All hydrants, chambers and covers installed must conform to the appropriate British/European Standards and display the BS/EN standard kite mark. (see sample diagram Appendix 1) Any variation from this standard will be subject to an agreement between the Water Company and the Fire Authority. All equipment provided by the Water Company must comply with the appropriate European Standards and satisfy the regulations listed under Provision and Use of Work Equipment Regulations 1998.
- 13.2 Legal liability regarding the conformity of such equipment rests with the Water Company as the providers of that equipment. The onus therefore rests with the Water Company to ensure that hydrants installed are compliant with the regulations.
- 13.3 Proof of compliance of the equipment must be presented by the Water Company.
- 13.4 Warranty arrangements for materials and workmanship are to be listed in the Local Specific Arrangements.

APPENDIX 14

CHARGES

Where the Water Company has standard costing arrangements in place, it will inform the Fire Authority of any changes to its charging schedule at least three calendar months prior to the change. Annual increases in line with the inflation rate for the previous 12 months are effective from the 1st April of each year. Cost increases above the rate of inflation require 3 months prior notification.

Price lists will include standard charges for different work types and will be detailed in the Local Specific Arrangements. An example list of work types is given below:

Example of items to be quoted
Installation of fire hydrant on new main up to 150mm diameter
Adopt washout on new main up to 150mm diameter
Installation of fire hydrant on new main between 150-300mm diameter
Adopt washout on new main between 150-300mm diameter
Installation of fire hydrant on existing main up to 150mm diameter
Installation of fire hydrant on existing main between 150-300mm diameter
Replace faulty fire hydrant inc rebuild chamber and replacing Frame and Cover
Replace faulty fire hydrant inc rebuild chamber and replacing existing Frame and Cover
Raise or lower existing fire hydrant in pit
Remove hydrant and blank off tee
Remove hydrant indicator post and plate
Replace stem or spindle cap
Remedy tight or seized spindle
Repack fire hydrant gland (involving excavation)
Repack fire hydrant gland (without excavation)
Locate fire hydrant
Repair fire hydrant chamber, frame and cover
Renew fire hydrant chamber, frame and cover
Raise/lower hydrant frame and cover
Replace fire hydrant cover only
Fix indicator post and plate (unmade ground)
Fix indicator post and plate (footpath)
Fix plate only
Minor works (up to 3 person hours)

APPENDIX 15

LOCAL LIAISON AND CONTACTS

- 15.1 The Fire Authority shall inform the Water Company of all incidents where the number of appliances in use exceeds the agreed threshold identified in the Local Specific Arrangements.
- 15.2 The Fire Authority may request the attendance or assistance of Water Company representatives to assist in obtaining adequate supplies of water at incidents, in order to extinguish fire. The Water Company must take all necessary steps in order to do so, indicating to the Fire Authority a likely response time. There may not be a need for the representative to attend the incident if the request from the Fire Authority can be met remotely. The Water Company shall immediately inform the Fire Authority if such requests cannot be met.
- 15.3 The day to day liaison route between the Fire Authority and the Water Company shall be through the Fire Authority's water office and the Water Company's fire liaison officer. As such, all routine contact shall be directed through these channels. If however, the matter is urgent the out of hours contacts as specified in the Local Specific Arrangements should be used.

APPENDIX 16

INFORMATION AND DATA EXCHANGE

16.1 The parties will share information as far as possible where work undertaken by one organisation affects the work of the other.

Such information may include:

- Advance notice of any programme of leak detection monitoring that involves the fitting of a device to a fire hydrant, including information of the type of device to be used, the area in which the monitoring will take place and its duration as per Appendix 11.
- Information on any other type of device fitted to a hydrant that might affect its operation.
- The Fire Authority will assist the Water Company in sample audits of water use to estimate the volume used for training and fire fighting where not otherwise directly measured.
- The Water Company may provide appropriate information (excluding anything considered by the Water Company to be commercially sensitive or restricted under the Data Protection Act) to the Fire Authority with regard to the water distribution network. Where available and required this information will be provided in electronic format.
- Reciprocal information may be supplied by the Fire Authorities where appropriate and available.

16.2 All information which is shared or kept on behalf of the other organisation, must be maintained in accordance with the Data Protection Act and other relevant Legislation.

16.3 In order to deliver the expectations of this MOU, it will be necessary for organisations to hold third party information. In the event of a request to disclose such information by another party, express permission from the information owner should be obtained before releasing it.

APPENDIX 17

ENVIRONMENTAL ISSUES

- 17.1 The Fire Authorities and Water Companies will act in a manner appropriate to the environment in the conduct of their business and conform to any Local National or European legislation in place at the time and where appropriate work jointly to achieve those aims.
- 17.2 Notification will be given to the Environment Agency where contamination to the local environment is likely to contaminate the area.
- 17.3 Either party may request a copy of the Environmental Policy of the other party (where available) in order to ensure it conforms to any conditions or impact of its actions not withstanding the emergency needs identified in the Fire and Rescue Services Act 2004.

APPENDIX 18

EQUALITY AND DIVERSITY

- 18.1 The Fire Authorities and Water Companies will act in a manner appropriate in the conduct of their business and conform to any Local, National or European legislation in place at the time with regard to equality and diversity.
- 18.2 To this effect the Fire Authority may request a copy of the Equality and Diversity Policy (where available) from the Water Companies or their relevant contractors and the Water Companies may request the equivalent policy from the Fire Authorities.
- 18.3 In the event that the Water Company, its contractors or a Fire Authority do not have an appropriate policy, it is reasonable to expect the associated party to take all reasonable steps to ensure relevant legislation relating to equality and diversity to be complied with, whilst undertaking its duties.

APPENDIX 19

DISPUTE PROCEDURE

- 19.1 The aim is to avoid formal disputes, and to resolve disagreements at the lowest level possible. The customer service standards for both parties should be adhered to as a matter of course. However unresolved matters of dispute or disagreement may be progressed as indicated in the example below:

Level 1

The matter will in the first place be raised verbally or in writing through the normal regular liaison forum. Either party may request a meeting within 3 days if they believe that the matter warrants it.

Level 2

Where any matter cannot be resolved within a timescale appropriate to the matter in question, either party must submit their concerns to the other in writing at level higher than that within the normal liaison forum. The recipient will respond within 21 days.

Level 3

Where the matter cannot be resolved to the satisfaction of either party, then the matter will be referred to an appropriate independent body agreed between the parties at the time accounting for the issue in dispute.

- 19.2 The personnel or organisations to be involved at each of these levels will be included in the Local Specific Arrangements.

APPENDIX 20

INTERPRETATIONS, DEFINITIONS AND SUPPORTING DOCUMENTS

20.1 The following terms shall have the meanings assigned to them:-

Water Company	means the water company party to this Memorandum of Understanding.
Fire Authority	means the fire authority party to this Memorandum of Understanding.
Commencement Date	means the date when work is to commence on new main laying works, mains replacement (including diversions) and rehabilitation works.
Commission Date	means the date when a hydrant becomes operational and available for fire fighting purposes.
Fire Hydrant Installation	includes the hydrant, chamber, cover, post and plate where requested, where the hydrant is offset from the mains, the interconnecting pipework.
Minor Defects	means works not likely to cause interruption to supply or requiring a shut-off.
National Guidance Document	means the current 'National Guidance Document on the Provision of Water for Fire Fighting', and published by the Local Government Association and Water UK.
Local Specific Arrangement	Means an attached document not forming part of this agreement and negotiated at a local level containing details that may be implied within this agreement but subject to agreed change

20.2 Any reference to a period specified by reference to a number of days shall be calculated by including weekends and bank holidays.

20.3 Except where the contrary is stated, any reference to notice being given in writing may include notification by post, fax, or agreed electronic transfer. Any notification by telephone shall be made to the telephone number given

within the contacts list in the Local Specific Arrangements and confirmed in writing within 24 hours.

APPENDIX 21

DOCUMENT CONTROL

Review dates [e.g. alterations and revisions] should be recorded here.

Date original document agreed 2012

Amendment made; page No. and brief description

Appendix 5 - Fire Hydrants Maintenance and Repairs

The Fire Authority will undertake minor repairs which will include:

Examples

- cleaning pits of debris
- Clearing undergrowth
- Re-aligning pit covers in soft ground
- Replacing pit covers in soft ground
- Replace posts and plates
- Ease tight spindles
- Replace false spindles
- Add any other items

Upon placing an order the Water Company will agree where acceptable to undertake repairs within the following timescales *[amend timescales where applicable]*

- Dangerous/priority work requiring immediate attention - 24 hours
- Urgent work requiring quick attention - 28 days
- Routine work - 60 days

Timescales for the inspection and repair of fire hydrants are to be agreed between the Fire Authority and Water Company.

Appendix 6 - Notification to Fire Authorities of Water Shutdowns

Contacts to be notified for above

- 1 Insert name
 Insert position
 Insert phone numbers
 Insert email address

- 2 Insert name
 Insert position
 Insert phone numbers
 Insert email address

- 3 Insert name
 Insert position
 Insert phone numbers
 Insert email address

Initialed as agreed
Insert Fire Authority

Insert Water Company

Appendix 13 - Workmanship and Materials

Upon agreed and inspected completion of any works the following warranties will apply:

Replace Frame and Cover Hard Surface	(insert days)
Replace Frame and Cover Soft Surface	(insert days)
Re-align Cover Hard Surface	(insert days)
Re-align Cover Soft Surface	(insert days)
Rebuild Pit	(insert days)
Replace or install new hydrant	(insert days)
Repair or Re-pack hydrant	(insert days)
Replace post and plate	(insert days)

Appendix 14 - Charges

<i>Example of items to be quoted</i>	Insert Rates
Installation of fire hydrant on new main up to 150mm diameter	
Adopt washout on new main up to 150mm diameter	
Installation of fire hydrant on new main between 150-300mm diameter	
Adopt washout on new main between 150-300mm diameter	
Installation of fire hydrant on existing main up to 150mm diameter	
Installation of fire hydrant on existing main between 150-300mm diameter	
Replace faulty fire hydrant inc rebuild chamber and replacing Frame and Cover	
Replace faulty fire hydrant inc rebuild chamber and replacing existing Frame and Cover	
Raise or lower existing fire hydrant in pit	
Remove hydrant and blank off tee	
Remove hydrant indicator post and plate	
Replace stem or spindle cap	
Remedy tight or seized spindle	
Repack fire hydrant gland (involving excavation)	
Repack fire hydrant gland (without excavation)	
Locate fire hydrant	
Repair fire hydrant chamber, frame and cover	
Renew fire hydrant chamber, frame and cover	
Raise/lower hydrant frame and cover	
Replace fire hydrant cover only	
Fix indicator post and plate (unmade ground)	
Fix indicator post and plate (footpath)	
Fix plate only	
Minor works (up to 3 person hours)	

Initialed as agreed

Insert Fire Authority

Insert Water Company

Appendix 15 - Local Liaison and Contacts

The Fire Authority shall inform the Water Company of all incidents where the number of appliances in use exceeds the agreed threshold of (insert number)

Insert list of local daily contacts:

Fire Authority	Water Company
Insert name Insert position Insert phone numbers Insert email address	Insert name Insert position Insert phone numbers Insert email address
Insert name Insert position Insert phone numbers Insert email address	Insert name Insert position Insert phone numbers Insert email address
Insert name Insert position Insert phone numbers Insert email address	Insert name Insert position Insert phone numbers Insert email address

Appendix 19 - Disputes Procedure

	Fire Authority	Water Company
Level 1	Insert name Insert position Insert phone numbers Insert email address	Insert name Insert position Insert phone numbers Insert email address
Level 2	Insert name Insert position Insert phone numbers Insert email address	Insert name Insert position Insert phone numbers Insert email address
Level 3	Insert name Insert position Insert phone numbers Insert email address	Insert name Insert position Insert phone numbers Insert email address

Initialed as agreed
Insert Fire Authority
Insert Water Company