

MEMORANDUM OF UNDERSTANDING

THE INSTALLATION AND REPAIR OF FIRE HYDRANTS AND THE USE OF WATER FOR FIREFIGHTING PURPOSES

West Sussex Fire Brigade / Southern Water

1 Introduction

- 1.1 This Memorandum of Understanding has been agreed between *West Sussex Fire Brigade and Southern Water*. Its purpose is to form a common approach and a basis for establishing an efficient working relationship between the two parties. The document is evolutionary in nature and therefore subject to change and amendment as working practices and agreements develop between the two parties.
- 1.2 This document is not a contract nor is it legally binding. However, its content and spirit should be read in conjunction with the current edition of the LGA 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 Services Act 1947 and the Water Industry Act 1991.

2 Roles and Responsibilities

2.1 *Southern Water*

Southern Water is the statutory water and sewerage undertaker for an area that includes insert description. Under the Water Industry Act 1991, the Water Company must:

- Provide fire hydrants on their main when requested by the Fire Authority.
- Keep fire hydrants in good working order.

2.2 *West Sussex Fire Brigade*

West Sussex Fire Brigade is the Fire Authority for the *County of West Sussex*. Under the Fire Services Act 1947, the Fire Authority must:

- Take all reasonable measures for providing and securing an adequate supply of water for fire-fighting.
- Have efficient arrangements to obtain information about water supplies and access to water.

Initialed as agreed:

Insert Fire Authority

Insert Water Company

- Pay the Water Company in respect of its costs in complying with their obligations in 2.1 above.

3 Regional Liaison

3.1 The Fire Authority and the Water Company will be members of the relevant CACFOA 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 a quarterly 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 quarterly meetings shall be:-

- Review of contact representatives
- Review of routine and emergency 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 The local arrangements in place between the Water Company and the Fire Authority are as detailed in the accompanying appendices to this document. It is for either party to develop or propose amendments to the processes described and work jointly to achieve mutually agreeable working arrangements.

5 Joint Review

5.1 Some or all of the arrangements or procedures contained in this Memorandum of Understanding may be terminated by either party. However, both parties will use their best endeavours to give reasonable notice to the other of such termination.

Initialled as agreed:

Insert Fire Authority

Insert Water Company

5.2 The principles of this document will be reviewed and reconfirmed annually at the first meeting each year of the CACFOA South East Region Water Liaison Group. The appendices will be reviewed and updated in line with current practices as agreed.

SIGNED FOR
FIRE AUTHORITY

SIGNED FOR
WATER COMPANY

.....

Name:

Title:

Date:

Initialed as agreed:
Insert Fire Authority

Insert Water Company

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Initialled as agreed:

Insert Fire Authority

Insert Water Company

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 of any new mains to be laid as soon as plans are available and not less than 42 days prior to the commencement date. Such notice to include:-

- a two copies of a plan giving sufficient detail to identify the site and the location of the existing mains in the area; 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 order to cover the installation of the hydrants marked on the plan, as soon as reasonably practicable but within 42 days of receipt of the notice. Exceptionally, if the Water Company has not been able to give 42 days notice, the Fire Authority will return drawings within 28 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.

Initialled as agreed:

Insert Fire Authority

Insert Water Company

- 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 Where the works do not commence within 12 months of the original notice or any subsequent amended notice, the scheme shall be treated as abandoned and the Fire Authority will issue a cancellation of the order. [Any subsequent reactivation of the scheme will be treated as a new notification]

To this end:

- The Fire Authority will provide generic hydrant design criteria for new developments.
- The Water Company will incorporate draft proposals for hydrant locations within network designs using the design criteria.
- When submitting designs to the Fire Authority for approval, the Water Company will advise the Fire Authority of the Developer’s programme and critical dates for response.
- The Fire Authority will seek to respond to the draft proposal by the required date.
- If the response is agreed and returned by the required date, the reduced rate detailed in Appendix 10 will be applied for each hydrant.

Initialled as agreed:

Insert Fire Authority

Insert Water Company

SAMPLE TEMPLATE LETTER

*Southern Water
Southern House
Yoeman Road
Worthing
W.Sussex BN13 3NX*

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

*Our Ref: (to be completed by Southern Water)
Date: (to be completed by Southern Water)
Dear Sir/Madam*

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

In accordance with the provisions of section 16 of the Fire Services Act, 1947, I give notice that Portsmouth Water Ltd 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 The Fire Authority’s hydrant design criteria for new developments (document TEC:F005:a1). 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 days of receipt of this notice i.e. by *(date of receipt to be inserted by Southern Water)* (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 Southern Water ,example: Lay new 180mm MDPE main approximately 600m between Ravenscourt Square and Goldhawk Road to serve 235 domestic dwellings from existing 300mm main).

Initialled as agreed:

Insert Fire Authority

Insert Water Company

- Estimated Commencement Date: *(to be inserted by Southern Water)*
This date is the customer's estimated start date for onsite works to commence

Yours faithfully

Name)
) *(to be completed by Southern Water)*

Following section to be completed by authorising LFB Water Officer and returned to addressee at *Southern Water* 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: _____

Initialled as agreed:
Insert Fire Authority
Insert Water Company

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 days of the Commission Date the Water Company shall notify the Fire Authority of the date of commissioning and that the hydrant is available for inspection and may at the same time or at any time thereafter issue an invoice. *The invoiced cost shall be deemed to include the costs for the satisfactory completed installation which includes the pit construction and payable when the highway is made to the final surface. Appendix 10 relating to charges.*
- 2.3 *Southern Water* is responsible for post and plating and notifications.
- 2.4 As soon as practicable but within 28 days of receipt of the notice of the Commission Date, the Fire Authority shall inspect the hydrant and sanction payment on receipt of the invoice or inform the Water Company that the installation is unsatisfactory, stating the reasons.
- 2.5 Subject to sub-clause 2.2, the Fire Authority shall be responsible for the Water Company’s costs of maintaining the hydrant, unless the Water Company has been notified that the installation is unsatisfactory within 28 days of receipt of notice of the Commission Date.
- 2.6 New fire hydrants shall be positioned clear of vehicular traffic routes where practicable.
- 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.
- 2.7.1 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 Appendix 10.

Initialled as agreed:

Insert Fire Authority

Insert Water Company

APPENDIX 3

FIRE HYDRANT INSPECTIONS AND TESTS

- 3.1 Where the Fire Authority have agreed to inspect and test fire hydrants, this shall be in accordance with the following procedure. *West Sussex Fire Brigade Hydrant Inspectors will at regular intervals not exceeding 30 months test and inspect fire hydrants.*
- 3.2 Where it is considered operationally necessary to conduct initial or periodic flow tests on hydrants, 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.
- 3.3 The Fire Authority shall maintain records of all tests.

Initialled as agreed:
Insert Fire Authority

Insert Water Company

APPENDIX 4

FIRE HYDRANT MAINTENANCE AND REPAIRS

- 4.1 The Fire Authority shall be responsible for the cost of maintenance of all accepted installations, except where damage is caused by a hydrant user licensed by the Water Company *or by illegal use by a third party.*
- 4.2 All hydrant defects found by the Water Company and/or reported to them by members of the public will be notified to the Fire Authority as soon as is reasonably practicable. The Fire Authority will be advised where any defect renders the hydrant inoperable.
- 4.3 Repairs to the fire hydrant, which are likely to cause an interruption to supply or require a shut-off, shall only be carried out by the Water Company or its approved contractors.
- 4.4 When inspecting or testing a fire hydrant the Fire Authority may, at their own cost, repair minor defects, *except mechanical repairs to the fire hydrant.* and shall report defects (not repaired), giving rise to danger or leakage, to the Water Company as soon as is reasonably practicable. Defect reports will be confirmed by the issue of an official order for the repair.
- 4.5 Where it is considered necessary to carry out work without an order or additional work over and above that detailed on the official order, the Water Company will, where practicable, make reasonable endeavours to advise the Fire Authority in advance. All such work will be notified in writing to the Fire Authority as soon as practicable.
- 4.6 Upon receipt of an order from the Fire Authority, the Water Company will complete the necessary work endeavouring to meet the following times.
 - i Dangerous/ priority work requiring immediate attention - 24 hours
 - ii Urgent work requiring quick attention – (*Two* days)
 - iii Routine work– (*Ten* days)
 (Parties may like to set out specific examples)
- 4.7 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 days.
- 4.8 Charges for repairs or replacement fire hydrants shall be in accordance with Appendix 10.

Initialled as agreed:

Insert Fire Authority

Insert Water Company

- 4.9 The Fire Authority shall be informed in writing that the fire hydrant is available for inspection within 14 days of repair or replacement.

- 4.10 As soon as practicable and within 28 days of receipt of the written notice of repair, the Fire Authority shall inspect the fire hydrant and sanction payment upon receipt of a valid invoice or inform the Water Company that the repair is unsatisfactory, stating its reasons.

Initialled as agreed:
Insert Fire Authority

Insert Water Company

APPENDIX 5

FLOW REQUIREMENTS FOR FIRE FIGHTING

5.1 The Water Company shall 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 significant permanent changes to the existing water main network are planned.
- c Where temporary changes to the water mains network (planned or emergency) occur, which would have an impact on the water available to fight fire within the affected area.

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.

5.2 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.

5.3 The Water Company shall consult with the Fire Authority at the planning stage, of any proposals to make changes to the water mains network that will result in a significant change to the output of a fire hydrant.

Initialled as agreed:

Insert Fire Authority

Insert Water Company

APPENDIX 6

USE OF FIRE HYDRANTS AND WASHOUTS

- 6.1 Water quality considerations, as set out in Section 7 of the National Guidance Document, 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 the said quality considerations.
- 6.2 The Fire Authority shall ensure that personnel are adequately trained to operate hydrants and shall ensure that they are operated in the manner in accordance with the brief referred to in sub-clause 6.1.
- 6.3 The Fire Authority shall not operate hydrants for other than operational fire service purposes unless express consent has been obtained. [Operational purposes includes routine inspection and pressure testing]
- 6.4 The Fire Authority shall not operate valves 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. The Water Company shall be notified of each occasion they are used.
- 6.5 The Water Company shall operate a procedure controlling the third party use of fire hydrants. The Fire Authority may inspect a copy of such arrangements.
- 6.6 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 Fire Authority shall notify the Water Company of such use as soon as practicable and always within 24 hrs of the use.

Initialled as agreed:

Insert Fire Authority

Insert Water Company

APPENDIX 7

WORKS AFFECTING FIRE HYDRANTS

- 7.1 Where the Water Company becomes aware that reconstruction or realignment of the highway will result in a hydrant being re-located to within the highway, they will consult with the Fire Authority with regard to agreeing its re-location. The Fire Authority may issue a works order for the relocation of the hydrant.
- 7.2 The Water Company will defray the costs to the Fire Authority for the alteration of a fire hydrant, due to the requirements of a third party, to the extent these costs can be recovered from the third party.
- 7.3 The Water Company shall consult the Fire Authority before any fire hydrant is moved.
- 7.4 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.
- 7.5 The Water Company shall advise the Fire Authority of the principles that will apply in relation to Water Company apparatus being attached to hydrants and advise the Fire Authority of the correct method of removal and storage of the apparatus. The Fire Authority shall advise the Water Company within 24 hours whenever they find it necessary to remove the apparatus in accordance with the local liaison and contact arrangements.
- 7.7 The Water Company will not hold the Fire Authority liable for any loss or damage to this equipment as a result of emergency removal during a fire fighting incident.

Initialled as agreed:

Insert Fire Authority

Insert Water Company

APPENDIX 8

ABANDONMENT OF FIRE HYDRANTS

- 8.1 The Fire Authority may abandon any fire hydrant that is no longer required for operational purposes by serving written notice on the Water Company.
- 8.2 Within 28 days of receipt of that notice the indicator plates and covers shall be removed from the abandoned fire hydrant. Upon completion of those works or 28 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 Appendix 10 or as individually identified.
- 8.3 Within 28 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 Company hydrant, or is to be removed.

Initialled as agreed:
Insert Fire Authority

Insert Water Company

APPENDIX 9

WORKMANSHIP AND MATERIALS

- 9.1 All hydrants installed must conform to BSEN 750/1984 and display the BS standard kite mark. 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 1991.
- 9.2 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.
- 9.3 Proof of compliance of the equipment must be presented by the Water Company.

(Parties may wish to include a clause describing Warranty arrangements.)

Initialled as agreed:

Insert Fire Authority

Insert Water Company

APPENDIX 10

CHARGES

The Water Company will inform the Fire Authority of any changes to its pricing schedule at least three calendar months prior to the change. Annual increases in line with the annual inflation rate for the previous 12 months are effective from the 1st April of each year.

Initialled as agreed:
Insert Fire Authority

Insert Water Company

APPENDIX 11

LOCAL LIAISON AND CONTACTS

AREA/LOCAL LIAISON

- 11.1 The Fire Authority shall inform the Water Company of all incidents where the number of appliances in use exceeds the agreed threshold of *three* pumps.
- 11.2 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 will respond to such requests as soon as is practicable, free of charge, 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
- 11.3 The Water Company shall inform the Fire Authority of shutdowns *directly* to *West Sussex Fire Brigade Command & Mobilising Centre* by *telephone or email*.
- 11.3.1 The day to day operational liaison between Water Companies and Fire Authorities shall be as determined and listed names and numbers *supplied* this information should be regularly reviewed and revised.
- 11.4 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.

Initialled as agreed:

Insert Fire Authority

Insert Water Company

APPENDIX 12

INFORMATION AND DATA EXCHANGE

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 hydrants, including information of the type of device to be used, the area in which the monitoring will take place and its duration.
- Information on any other type of device fitted to a hydrant that might affect its operation.
- Fire Service water usage by volume using agreeable methods.
- The Water Company may, (at its discretion and free of charge) 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 may be provided in electronic format. Such information should be updated when appropriate.
- Reciprocal information may be supplied by the Fire Services where appropriate and available

Initialled as agreed:

Insert Fire Authority

Insert Water Company

APPENDIX 13
ENVIRONMENTAL ISSUES

To be developed.

Initialled as agreed:
Insert Fire Authority

Insert Water Company

APPENDIX 14

DISPUTE PROCEDURE

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:

For examples -

Level 1

The matter will in the first place be raised verbally through the normal regular liaison forum. Either party may request an extraordinary 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. The recipient will respond within 21 days. [Insert names and contact information for relevant contacts]

Level 3

Where the matter cannot be resolved to the satisfaction of either party, then the matter will be referred to OFWAT. The OFWAT decision will be and communicated to both parties. [Parties may wish to insert their customer care/quality assurance standards here]

Initialled as agreed:

Insert Fire Authority

Insert Water Company

APPENDIX 15

INTERPRETATIONS, DEFINITIONS AND SUPPORTING DOCUMENTS

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

15.1.1 Water Company Means the water company party to this Memorandum of Understanding.

15.1.2 Fire Authority Means the fire authority party to this Memorandum of Understanding.

15.1.3 Commencement Date Means the date when work is to commence on new main laying works, mains replacement (including diversions) and rehabilitation works.

15.1.4 Commission Date Means the date when a hydrant becomes operational and available for fire fighting purposes.

15.1.5 Fire Hydrant Installation Includes the hydrant, chamber, cover, post and plate and where the hydrant is offset from the mains, the interconnecting pipework.

15.1.6 Minor Defects Means works not likely to cause interruption to supply or requiring a shut-off.

15.1.7 National Guidance Document Means the ‘National Guidance Document on the Provision of Water for Fire Fighting’, dated December 1998 and published by the Local Government Association and Water UK.

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

15.3 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 for such notifications at Appendix 11 and confirmed in writing within 24 hours.

Initialled as agreed:

Insert Fire Authority

Insert Water Company

APPENDIX 16

DOCUMENT CONTROL

Parties to this document should be listed below with version numbers and dates. Review dates [eg alterations

Initialled as agreed:
Insert Fire Authority
Insert Water Company