**FIRE HYDRANT INSPECTION AND MAINTENANCE AGREEMENT**

**THIS AGREEMENT** made this \_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by and between the **Village of Pinckney**, of 220 South Howell Street, Pinckney, Michigan 48169, hereinafter referred to as the “Village”, and **\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**, hereinafter referred to as the “Owner,” who is the owner of property at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Pinckney, Michigan 48169, more particularly described in Exhibit A, attached hereto (“Property”).

**WHEREAS**, said property is served by a private water line extending from the Village Water distribution line to private fire hydrant(s); and

**WHEREAS**, a failure of or maintenance to either the private water line or private fire hydrant(s) without proper backflow prevention could endanger the public water supply and/or impact the Village’s ability to provide water service to the public; and

**WHEREAS,** Village Code of Ordinances, Chapter 51, Water and the Village *TECHNICAL STANDARDS FOR DESIGN AND CONSTRUCTION* require that an inspection and routine maintenance be performed on all private water lines and private hydrants; and

**WHEREAS,** the Owner wishes to enter into a contract with the Village to have the Village perform the required inspections, maintenance, and repairs;

**NOW THEREFORE**, the Owner agree as follows:

1. **Specific Requirements**.
2. The Owner agrees to allow the Village to inspect and perform routine maintenance on private water line(s) and hydrant(s) located on the Property; and
3. The Owner agrees to pay the required inspection, maintenance, and repair fees; and
4. The Owner agrees to bear responsibility for any additional costs associated with the inspection, maintenance, and repair including but not limited to the cost of replacement parts; and
5. The Owner agrees that the private hydrant(s) will only be used in the event of an emergency unless prior express permission is granted by the Village and a proper backflow preventor/meter assembly is installed on the hydrant; and
6. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_; and
7. \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ .
8. **Compliance**. The Owner agrees to install, operate, and maintain the hydrant(s), on the Property in accordance with approvals received from the Village and other governmental entities with applicable jurisdiction. The Owner agrees to comply the terms and conditions adopted by the Village Council and Planning Commission for development, and the requirements of the Village DPW, the Village Engineer’s recommendations, the Village Ordinances and Technical Standards, and with all state and local laws, ordinances, and regulations.
9. **Entry License**. The Owner hereby grants the Village a non-revocable license to enter the Property as many times as necessary to complete the inspections and, if necessary, for maintenance of the devices, and such license to enter the Property shall extend to any Village inspectors, employees, agents, contractors, consultants, or other Village representatives. The Village license shall allow enter the Property as many times as necessary to complete the semi-annual inspection and maintenance. The Owner also agrees that the Village may enter property in the event of an emergency that involves either the private water line(s) or the private fire hydrant(s) located on the property.
10. **Failure to Maintain.**
11. In the event the required maintenance is not conducted, the Village President, DPW Director, and/or Village's Engineer shall notify the Owner, specifying the necessary maintenance. Within thirty (30) days of the notice, the Owner shall perform the specified maintenance at the Owner’s expense; and within thirty-six (36) hours of notice, the Owner shall perform any specified emergency maintenance as may be required in the notice.
12. In the event the Owner does not maintain water line(s) and hydrant(s) as required under the terms of this Agreement, the Village shall have the right, but not the responsibility to repair, replace and maintain the water line(s) and hydrant(s) for the said premises. Not less than ten (10) days before taking such action, the Village shall provide to the Owner and any other owners (as shown on the latest Village tax assessment roll), by first-class mail, notice of its intention. The Owner hereby grants to the Village employees, contractors, and/or agents a non-revocable license to go onto the Property to carry out the provisions of this subsection. The Village will invoice the cost of the specified maintenance, and the Owner shall pay the amount of the invoice within thirty (30) days of the mailing the invoice by first class mail. If the Owner shall fail to pay the amount of the invoice, then all costs, fees, or expenses incurred by the Village in maintaining the water line(s) and hydrant(s) pursuant to this subsection may be, without further notice, assessed as provided in Pinckney Code Sec. 51.11.
13. **Recording**. The obligations under this Agreement are perpetual covenants that run with the land and bind successors in title of the Owner. It is the parties’ intent that this Agreement shall be recorded with the Livingston County Register of Deeds. The Owner shall be responsible for all costs associated with the recording of the Agreement.
14. **Signatures**. The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

**IN WITNESS WHEREOF**, the parties hereto have signed their names on the day and year first above written.

**OWNER**

By:

By:

**VILLAGE OF PINCKNEY**

By:

 , Village President

By:

 , Village Clerk

STATE OF MICHIGAN )

COUNTY OF LIVINGSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Village President, and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, Village Clerk, of the Village of Pinckney, known to me to be the persons described in and who executed the foregoing document and acknowledged the same to be true and accurate.

Notary Public

Livingston County, Michigan

My Commission Expires:

STATE OF MICHIGAN )

COUNTY OF LIVINGSTON )

On this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_, 2020, before me personally appeared \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, known to me to be the persons described in and who executed the foregoing document and acknowledged the same to be true and accurate.

Notary Public

Livingston County, Michigan

My Commission Expires:

Drafted by: When recorded return to:

David G. Stoker, Esq. Village of Pinckney

Cohl, Stoker & Toskey, P.C. 2220 South Howell Street

601 North Capitol Avenue Pinckney, MI 48169

Lansing, MI 48933

(517) 372-9000

**EXHIBIT A**

Property tax ID # and legal description.