

**COMMONWEALTH OF PENNSYLVANIA  
PENNSYLVANIA FISH AND BOAT COMMISSION  
REVOCABLE LICENSE FOR DRY HYDRANT**

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, between the COMMONWEALTH OF PENNSYLVANIA, acting through the Pennsylvania Fish and Boat Commission, an independent administrative Commission of the Commonwealth of Pennsylvania, hereinafter called the COMMISSION

AND

\_\_\_\_\_, having a mailing address of \_\_\_\_\_, hereinafter called the COMPANY.

WITNESSETH:

WHEREAS, the COMMISSION is the owner of a certain tract of land along \_\_\_\_\_ known as the \_\_\_\_\_ in \_\_\_\_\_ Township/Borough, \_\_\_\_\_ County, Commonwealth of Pennsylvania, and

WHEREAS, the COMPANY has requested the privilege to place, construct, operate, maintain, and ultimately remove a dry hydrant, perform related bank stabilization work and plow snow, hereinafter collectively called the Project, on a portion of the property called the Agreement Area, and

WHEREAS, the Agreement Area is depicted on Exhibit A, a copy of which is attached hereto and incorporated herein, and

WHEREAS, the purpose of the project is to allow the Company to provide better emergency and fire protection services to the public, and

NOW THEREFORE, the COMMISSION, in consideration of the mutual benefits flowing between the parties and of the foregoing and the terms agreed upon as hereinafter written, hereby grants to the COMPANY a license for the following:

The nonexclusive privilege to place, construct, operate, maintain, and ultimately remove a dry hydrant, perform bank stabilization work and plow snow (Project) on the Agreement Area.

EXCEPTING AND RESERVING to the COMMISSION the right to use or authorize the use of the Agreement Area for any reasonable purpose in connection with the administration or utilization of the property that does not directly conflict with the Project.

In consideration of which the COMPANY promises faithfully to abide, perform and be bound by all of the following terms, conditions and stipulations:

1. This agreement will have a five (5) year term from the date hereof, and it will renew automatically in successive one (1) year increments thereafter unless and until it is terminated as specified herein.

2. The COMPANY will not interrupt fishing and boating or adversely impact the aquatic resources on the Property while taking action hereunder.
3. The COMPANY will separately give the COMMISSION's Real Estate Unit at \_\_\_\_\_ and its Regional Maintenance Manager and Regional Law Enforcement Manager at \_\_\_\_\_ at least five (5) business days' prior notice of its intention to commence exercising the privileges granted hereunder and will give such notice when exercising rights under this agreement in the future except for snow plowing.
4. The COMPANY will not use, or permit to be used by anyone under its control, any pesticide, chemical weed or vegetation killer on the area covered by this agreement. The COMPANY may make written request for such use by applying to the COMMISSION's Division of Environmental Services at 450 Robinson Lane, Bellefonte, Pennsylvania 16823-9620. The Project may only be back-flushed using water from the Agreement Area unless this provision is waived by the COMMISSION in writing.
5. Should damage to the Commonwealth result from the COMPANY's actions hereunder, the COMPANY will fully compensate the COMMISSION, in an amount or manner determined by the COMMISSION.
6. The COMPANY will have the right of access to and from the Agreement Area from the public road or as designated on Exhibit A. No other portion of COMMISSION property will be used until permission has been obtained from the COMMISSION.
7. The COMPANY will hereby indemnify, save harmless and defend the Commonwealth of Pennsylvania, the COMMISSION, and its officials and employees from and against any and all detriment, damages, losses, claims, demands, suits, costs, and expenses that they may suffer, sustain or be subjected to directly or indirectly, by reason of or arising out of the COMPANY's actions hereunder.
8. Either Party may terminate this agreement at any time and for any reason, including convenience, by giving not less than a ninety (90) day prior written notice of such to the other Party. In the event this agreement is terminated for any reason, the COMPANY will remove the dry hydrant and restore the Agreement Area by the termination date or be responsible for such costs.
9. The COMPANY will secure any and all required licenses, approvals and permits, and provide any notices required by any local, state or federal government entity or other regulatory entity prior to taking any actions hereunder. The COMPANY will comply with all applicable federal and state laws and regulations and local ordinances when acting hereunder.
10. If the COMMISSION determines that the COMPANY must take corrective action (i.e., cleanup, repairs, etc.), the COMMISSION will notify the COMPANY in writing of such and the COMPANY will have forty (40) days after notice receipt to take the necessary corrective action. If the COMPANY fails to take corrective action, the COMMISSION may perform the necessary work and bill the COMPANY for the work. Any corrective action taken by the COMPANY will not be construed to limit the COMPANY's liability.
11. Unless waived in writing by the COMMISSION, the COMPANY will provide general liability insurance in an amount of One Million (\$1,000,000) Dollars and name the COMMISSION as

additional insured on the policy during the term of this agreement or any renewal hereof. The COMPANY shall provide proof of such insurance upon request by the COMMISSION.

12. This agreement will extend to and be binding upon the agents, successors and assigns of the parties hereto and be construed under the laws of the Commonwealth of Pennsylvania. The COMMISSION must approve any assignment of this agreement in writing. The COMPANY's signatories hereto hereby certify and warrant that they have the legal authority to sign this document on behalf of the COMPANY.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement.

**Attest**

**Commonwealth of Pennsylvania  
Pennsylvania Fish & Boat Commission**

\_\_\_\_\_  
Administrative Secretary (date)

\_\_\_\_\_  
Executive Director (date)

**Attest**

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

\_\_\_\_\_  
Secretary/Treasurer (date)

\_\_\_\_\_  
President/Vice President (date)

**Approved As To Form And Legality**

\_\_\_\_\_  
Authorized Agency Attorney (date)  
Pennsylvania Fish and Boat Commission

\_\_\_\_\_  
Deputy Attorney General (date)  
Office of Attorney General