

APPLICATION FOR PUBLIC FIRE HYDRANT

Service No. _____

This application made in triplicate this 22nd day of December, 2009, By East Fallowfield Township (a Municipal corporation of the Commonwealth of Pennsylvania),
(Applicant) hereinafter called the "Applicant", to the Pennsylvania American Water (a corporation of the Commonwealth of Pennsylvania), doing business in the County of Chester hereinafter called the "Water Company".

The Applicant, upon the terms and conditions hereinafter set forth, hereby applies to the Water Company for the installation of (a) public fire hydrant(s) to be located at:

1. S. 17th Avenue & Robin Road
2. 1508 Robin Road
3. 1404 Robin Road
4. 1300 Robin Road

In the consideration for which the Applicant agrees be bound by all the terms and conditions of this application, and the Water Company's tariff as amended from time to time, and to pay the Water Company for service at the schedule of rates in effect from time to time during the rendition of such service.

The further terms and conditions upon which this application may be accepted by the Water Company are as follows:

FIRST: The public fire hydrant shall be furnished, installed, inspected, and maintained by the Water Company.

SECOND: The use of the public fire hydrant will be restricted to the taking of water for the extinguishing of above-ground fires. Water shall not be taken from any fire hydrant for construction purposes, extinguishing underground fires, sprinkling streets, flushing sewers or gutters, or for any other use unless specifically permitted by the Water Company for the particular time and occasion. If the Water Company grants permission to use the fire hydrant for purposes other than extinguishments of fires, such use will be applied only if an approved backflow prevention device is attached to the hydrant. Said device shall be furnished by the Applicant.

THIRD: Whenever a change in location of a fire hydrant is ordered by the Applicant, such change will be made at the expense of the Applicant.

FOURTH: The Water Company will undertake to use reasonable care and diligence in order to prevent and avoid interruptions and fluctuations in service, but it cannot and does not guarantee that such will not occur. The extent of the rights of the Applicant under this application is to receive, but only at times of fire, such supply of water as shall then be available and no other or greater. The Applicant agrees that the Water Company shall not be considered in any manner an insurer of property or persons, or to have undertaken to extinguish fires or to protect any persons or property against loss or damage by fire or otherwise.

FIFTH: The Applicant will indemnify, save harmless, and defend the Water Company from all claims, loss, costs, or damage on account of injury to persons or property occurring as a result of the installation, operation, performance, or existence of said public fire hydrant(s) including but not limited to injury or damage to persons or property by reason of fire, water, failure to supply water or pressure, or for any other cause whatsoever, to the extent that the injury to persons or property is the result of the intentional acts or negligence of the Applicant, its employees or agents.

SIXTH: The Applicant will notify the Water Company of each occasion on which a public fire hydrant is used so that the Water Company may be able to make a follow-up inspection.

SEVENTH: The rights and obligations of the Applicant hereunder shall be further subject at all times to the rates, rules and regulations of the Water Company that now exist or which may hereafter be adopted.

EIGHTH: The Applicant agrees to provide any permits required by the Applicant relative to this application for public fire hydrant(s) contracted for or its future replacement.

IN WITNESS WHEREOF the Applicant through a duly authorized official has hereunto signed this Application the day and year first above written.

APPLICANT

By: _____
Title: Chairman

By: _____
Title: Vice-Chairman

By: _____
Title: Board of Supervisor Member

By: _____
Title: Board of Supervisor Member

Attest:

By: _____
Title: Board of Supervisor Member

Denise Miller
Township Secretary

IN WITNESS WHEREOF the Water Company hereby accepts the foregoing Application this 22nd day of December 22, 2009.

WITNESS

PENNSYLVANIA AMERICAN WATER

_____ By _____
Manager