

APPLICATION FOR PUBLIC FIRE HYDRANT

This Application made in triplicate this 21st day of December 2023, by **Lemoine Borough**, (a Municipal corporation of the Commonwealth of Pennsylvania), hereinafter called the "Applicant", to the **Pennsylvania-American Water Company** (a corporation of the Commonwealth of Pennsylvania), doing business in the **Borough of Lemoine** 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) Southeast Corner of N. 7th St. and Indiana Ave.
(Lot 5) 512 Indiana Ave.) Exhibit A

In consideration for which the Applicant agrees to 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 the extinguishment 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. The extent of the Company's liability for any and all claims for damages on account of any injury to property or persons by reason of fire, water, failure to supply water or pressure, or for any other causes whatsoever, shall be subject to limitations set forth in Section 15.1 of its Tariff.

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 its use or operation, or the 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 a result of the intentional acts or negligence of the Applicant, its employees or agents, and only to the extent that that the Applicant could be held directly liable under the Pennsylvania Public Subdivision Tort Claims Act set forth in 42 Pa. C.S. §8541 et seq. Nothing in this paragraph shall be deemed a waiver, contractual or otherwise, of the protections afforded the Applicant at 42 Pa. C.S. §8541 et seq.

Sixth: The Applicant will notify the Water Company of each occasion on which a public fire hydrant is used so that the 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.

WITNESS

APPLICANT

Sign

Sign

Print

Print

Title

Title

IN WITNESS WHEREOF the Water Company hereby accepts the foregoing Application this _____ day of _____, __.

WITNESS

PENNSYLVANIA-AMERICAN WATER COMPANY

Sign

Sign

Print

Print

Title

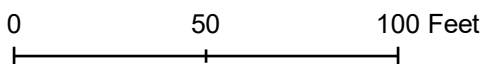
Title

PROJECT NUMBER: 2024-08JBD
 WBS#: R24-61B1.24-P-0008
 WBS NAME: Indiana Ave - Carol Ave
 PROPOSED DIAMETER: 2902' 8" DI
 EXISTING PIPE INFO: 2902' 2", 4", 6", 8", 10"
 GALV, CI, DI
 # OF HYDRANTS REPLACED:
 # OF NEW HYDRANTS:

MUNICIPALITY: LEMOYNE BORO
 PROJECT MANAGER: Jeff Drew
 # OF NEW VALVES:
 # OF RETIRED VALVES:
 # OF VALVES REPLACED:
 EST. # OF SERVICES : 46

WORK ORDER SKETCH: PAGE 4
 PA AMERICAN WATER - (2461 - Mechanicsburg)

- - - Proposed Water Project
- Communication
- Electric
- Gas
- Sewer
- Water
- Storm



NOTICE: PAWC ADVISES THAT IT HAS COMPLIED WITH THE PROVISIONS OF THE UNDERGROUND UTILITY LINE PROTECTION LAW, ACT 287 OF 1974 AS AMENDED, IN PREPARING THESE DRAWINGS REQUIRING EXCAVATION OR DEMOLITION WORK AT SITES WITHIN THE COMMONWEALTH OF PENNSYLVANIA. PAWC DOES NOT MAKE ANY REPRESENTATION, WARRANTY, ASSURANCE OR GUARANTY THAT THE INFORMATION RECEIVED PURSUANT TO SAID ACT AND REFLECTED ON THESE DRAWINGS IS CORRECT OR ACCURATE OR THAT ALL SUBSURFACE UTILITIES AND STRUCTURES ARE SHOWN, BUT IS REFLECTING SAID INFORMATION ON THESE DRAWINGS IN ACCORDANCE WITH THE REQUIREMENT OF SUCH ACT. CONTRACTORS ARE REMINDED OF THEIR OBLIGATION TO NOTIFY 1-800-242-1776 OR 8-1-1 NOT LESS THAN 3 OR MORE THAN 10 WORKING DAYS PRIOR TO BEGINNING EXCAVATION.



Ticket Number:
20232763698

Ticket Date: 10/3/2023

Date: 10/24/2023 |
Created By: FULLERM2 | Reviewed By: BG

Maintain minimum 6' between gas main and proposed water main.

All potential utility crossings require test pits.

