



**PENNSYLVANIA
AMERICAN WATER**

**Susan S. Marsh
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March 18, 2015

Rosemary Chiavetta, Secretary
Pennsylvania Public Utility
Commission
North Office Building
Post Office Box 3265
Harrisburg, PA 17105-3265

**Re: Fire Hydrant Agreement and Bill of Sale between PAWC and Clinton
Township**

Dear Ms. Chiavetta:

On behalf of Pennsylvania-American Water Company, I am e-filing, according to Section 507 of the Public Utility Law, the above-referenced agreement.

Respectfully submitted,

Susan Simms Marsh

blg

Enclosure

cc: A. Gangemi

AGREEMENT AND BILL OF SALE

THIS AGREEMENT AND BILL OF SALE, made the 13th day of AUGUST, 2014 by and between **CLINTON TOWNSHIP**, having its principal office and mailing address at 1799 White Oak Drive, Forest City, Pennsylvania, 18421;

AND

PENNSYLVANIA-AMERICAN WATER COMPANY, a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, having its principal office and mailing address at 800 West Hersheypark Drive, Hershey, PA 17033 ("PAWC").

WITNESSETH:

In consideration of the sum of One (\$1.00) Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, **CLINTON TOWNSHIP** hereby sells, transfers, assigns and delivers to PAWC, the fire hydrants as listed on Exhibit "A," attached hereto and made a part hereof.

Additionally, PAWC agrees that upon the request of **CLINTON TOWNSHIP** for any additional Public Fire Hydrants in the future, PAWC shall furnish, install, inspect, own and maintain such additional Public Fire Hydrants in accordance with PAWC's Tariff as approved by the Pennsylvania Public Utility Commission. It being further understood that whenever a change in location of an existing Public Fire Hydrant is order by **CLINTON TOWNSHIP**, such change will be made at the sole expense of **CLINTON TOWNSHIP**.

CLINTON TOWNSHIP agrees to pay PAWC the charges for each Public Fire Hydrant in accordance with the schedule of rates set forth in PAWC's Tariff as filed with the Pennsylvania Public Utility Commission, and as amended from time to time. **CLINTON TOWNSHIP** acknowledges that from time to time the rate schedule of PAWC may be amended with the approval of the Pennsylvania Public Utility Commission in which event PAWC shall

furnish notice of such change(s) to **CLINTON TOWNSHIP** in accordance with the rules and regulations of the Pennsylvania Public Utility Commission.

All other matters pertaining to the installation, use, testing, maintenance, location and financing of Public Fire Hydrants shall be governed by the provisions of PAWC's Tariff now or hereafter on file with the Pennsylvania Public Utility Commission.

The use of Public Fire Hydrants transferred to PAWC under this Agreement and Bill of Sale will be restricted to the taking of water for training and extinguishing of fires. Water shall not be taken from any Public Fire Hydrant for construction purposes, sprinkling of washing streets, flushing sewers or gutters, or for any other use unless specifically permitted in writing by PAWC for the particular time and occasion. If PAWC grants permission to use the Public Fire Hydrants for purposes other than training and the extinguishment of fires, such use will be allowed only if a backflow prevention device and meter, approved by PAWC, is attached to the Public Fire Hydrant. Said device shall be furnished by **CLINTON TOWNSHIP** or other entity using the Public Fire Hydrants, at **CLINTON TOWNSHIP** or such other entity's sole cost and expense.

CLINTON TOWNSHIP will notify PAWC of each occasion on which the Public Fire Hydrant is used within two (2) hours during freezing conditions and twenty-four (24) hours during non-freezing conditions of such use that PAWC may be able to make a follow-up inspection. **CLINTON TOWNSHIP** will advise PAWC of the estimated gallons of water used at each Public Fire Hydrant, and the time or duration of use in hours and minutes.

PAWC shall take reasonable steps to "winterize" the Public Fire Hydrants. This process involves treating the Public Fire Hydrants to help protect the hydrants from becoming inoperable due to winter freeze/thaw conditions. However, PAWC does not guarantee that freeze/thaw conditions will not damage the Public Fire Hydrants, nor does PAWC assume any liability for

any damages or injuries that occur as a result of damage to the Public Fire hydrants resulting from weather conditions.

Additionally, **CLINTON TOWNSHIP** agrees to provide, as permitted by law and applicable code, any permits required by PAWC relative to the transferred Public Fire Hydrants of future installations or replacements of facilities to improve fire flows, without cost to PAWC.

PAWC 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 **CLINTON TOWNSHIP** under this Agreement and Bill of Sale is to receive, but only at times of fire, such supply of water as shall be available and no other or greater. **CLINTON TOWNSHIP** agrees that PAWC shall not be considered in any manner an insurer of the 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. Nothing in this Agreement and Bill of Sale shall be construed to require PAWC to remove snow from any Public Fire Hydrants.

For purposes of this Agreement and Bill of Sale, the benefits to the Township shall inure to the benefit of all fire companies needing said hydrants for the purposes allowed, and said fire companies shall be deemed third party beneficiaries.

Pursuant to the provisions of the Second Class Township Code, the Township will advertise the intent to sell the public fire hydrants pursuant to the terms of this Agreement and Bill of Sale, and therefore, title to said Township property shall remain with the Township until and upon adopting a Resolution at an advertised Township meeting for which public comment is available.

The execution of this Agreement and Bill of Sale is under and subject to the requirements of the Second Class Township Code.

To have and to hold the same unto PAWC, its successors and assigns, forever.

CLINTON TOWNSHIP hereby warrants that it holds good title to all property included in this Agreement and Bill of Sale, free and clear of liens, that it has full right and lawful authority to dispose of the property above described; and that **CLINTON TOWNSHIP** hereby covenants to defend the property above described against the lawful claims of all other persons.

This Agreement and Bill of Sale is executed and delivered by virtue of authority granted by the Board of **CLINTON TOWNSHIP** by a Resolution and/or Ordinance passed at a duly authorized meeting on the 13th day of AUGUST, 2014, a full quorum being present.

This Agreement and Bill of Sale shall be conditioned upon and become effective thirty (30) days after PAWC has filed a copy thereof with the Pennsylvania Public Utility Commission (PUC) or, in the event that the said Commission institutes an investigation, at such time as the said Commission grants its approval thereof.

IN WITNESS WHEREOF, CLINTON TOWNSHIP has caused this Bill of Sale to be executed by the Chairperson, the day and year first above written.

ATTEST:

Municipality

Bill Droppa
Secretary

[Signature]
Chairman

(SEAL)

PENNSYLVANIA-AMERICAN WATER CO.

[Signature]
Secretary

Anthony Mangoni
(Vice) President *MAY 9 2012*

BROWDALE - FIRE HYDRANTS

HYD #	STREET LOCATION	DIR.	DIST.	NEAREST INTERSECTION	INSTALLED-REPLACED-DATE
1	Main Street			At Front Street	
2	Vine St.	N. E.	Cor.	Front St.	4/30/1990
3	Vine St.	S. W.	Cor.	Oak St.	4/30/1990
4	Vine St.			At Chestnut St. (Martin St.)	
5	Martin St.	North	250'	West Alley	
6					Replaced by # 10
7	Main Street			At Marion St.	
8	Main Street	N. W.	Cor.	Brook St.	6/30/1989
9	Brook St.	West	150'	Mill St.	
10	Oak St.	N. W.	Cor.	Marion St.	12/21/1994
11	Marion St.			Park Crt.	* 11/17/98
12	Marion St.			Ridge St.	* 11/17/98
13	Elovard Dr.	N		Marion St.	Elk Forest Estates
14	Marion St.	S.W.		Elovard Dr.	Elk Forest Estates