

PSC NO: 2 - WATER
COMPANY: NEW YORK AMERICAN WATER COMPANY, INC.
INITIAL EFFECTIVE DATE: October 14, 2012
Issued in compliance with order in Case 12-W-0217 dated 08/17/2012

LEAF: 59
REVISION: 0
SUPERSEDING REVISION:

the warranty period as defined herein, the installing contractor shall reimburse the Company for the cost of any emergency repairs relating to his work undertaken by the Company to maintain the system in good working order.

FOURTH: To provide all easements and rights of way, which the Company considers necessary either from the Applicant or from third persons, as the case may be, to assure the legal feasibility of the extension, without cost to the Company.

FIFTH: To abide by all the rules and regulations of the Company and the rules and regulations set forth in the Company's schedule for water service, duly filed with the Public Service Commission of the State of New York, as may be amended from time-to-time.

SIXTH: The title to the mains, fire hydrants and service connections furnished and installed by the Applicant shall be and remain the sole property of the Company and the extension shall be and remain a part of the distribution system of the Company for all purposes. The Applicant shall provide the Company with appropriate documentation conveying ownership to the Company. Should further or additional longitudinal or lateral extensions be made from any point on this extension, the Applicant shall not by reason thereof, be entitled to any credits or refund therefrom until all requirements of the new extension have been satisfied.

SEVENTH: To indemnify and hold the Company harmless from and against any and all direct or indirect loss or expense, including without limitations any attorneys' fees or costs, relating to any claims or suits for damage or injury, including death, to any property or any person arising from, or occurring in connection with, its performance of any work or the furnishing of any materials contemplated by this Agreement, irrespective of whether any such damage or injury is caused by or results from the negligence of Applicant or any officer, agent, employee or contractor of the Applicant or arises from or occurs in connection with any breach of this Agreement by the Applicant. Insurance - The Applicant agrees to provide, at its own expense, the following insurance coverages:

<u>Types</u>	<u>Minimum Amounts</u>
Workmen's Compensation	Statutory
Employer's Liability	\$2,000,000.00
Automobile Liability Insurance	\$2,000,000.00 per person
Bodily Injury	\$2,000,000.00 per accident
Comprehensive General Liability Insurance	\$2,000,000.00 each occurrence
(Including broad form contractual liability insurance, completed operations insurance, explosion, collapse and underground (H.C &V) and insurance for bodily Injury and property damage).	

Issued by: William M. Varley, President, 733 Sunrise Hwy., Lynbrook, NY 11563