Received: 10/12/2012 Status: CANCELLED Effective Date: 10/14/2012

PSC NO: 3 – 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: 48 REVISION: 0 SUPERSEDING REVISION:

## **GENERAL INFORMATION**

## H. Construction Loan Agreement for an Applicant Who Cannot Qualify as a Reasonably Permanent Customer with Applicant Performed Installation\*. (Cont'd)

Coverage to include all premises and operations associated with the Work, Contractual Liability covering Contractors liability under the Indemnity provision of the Contract, Explosion, Collapse and Underground coverage, Personal Injury and Completed Operations coverage.

Business Automobile Liability \$1,000,000 Combined Single Limit

Coverage to be provided for any Auto, or all Owned, Hired and Non-Owned Autos.

Excess Liability \$5,000,000 Each Occurrence

\$5,000,000 Aggregate

Coverage to be at least as broad as the underlying insurance

Workers' Compensation Statutory

And

Employers' Liability \$500,000 Each Accident

\$500,000 Disease-Policy Limit \$500,000 Disease Each Employee

All-Risk Property Insurance Completed Value-Replacement Cost

The Company will be added as an additional insured on the Commercial General Liability, Business Automobile Liability, Umbrella Liability and All-Risk Property Insurance policies.

The Company will review the actual cost data, and at its sole discretion, shall determine whether such actual costs by component are reasonable.

All insurance policies will contain a provision stating that coverage will not be cancelled, materially changed or renewal refused until at least thirty (30) days prior written notice has been given to the Company.

All policies will contain a Waiver of Subrogation clause in favor of the Company.

Any and all deductibles contained in the policies of insurance described above will be assumed by and be for the sole account of the Contractor.

The Company has no responsibility to pay any insurance premiums for the policies of insurance required of the contractor under the Contract.

**NINTH:** To warrant that work performed in installing the main and appurtenances is free of any defect of equipment, material or workmanship. Such warranty shall continue for a period of two (2) years from completion and approval of the extension or within such longer period of time as may be prescribed by law. Under this warranty, the Applicant, under Company supervision, shall remedy at its own expense any such failure to conform or any such defect upon receipt of written notice from the Company within a reasonable time after the discovery of any

## **GENERAL INFORMATION**

Issued by: William M. Varley, President, 733 Sunrise Hwy., Lynbrook, NY 11563 (Name of Officer, Title, Address)