

PSC No: 1 – Water
UNITED WATER NEW ROCHELLE INC.
Initial Effective Date: November 1, 2006

Leaf No. 58
Revision: 0
Superseding Revision:

GENERAL INFORMATION

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.

SEVENTH: To indemnify and hold the Company, its owners, the Engineer, and each of their officers, employees, and agents harmless from and against any and all direct or indirect loss or expense, including without limitations any attorney's 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> |
|---|--------------------------------|
| (a) Workers Compensation Insurance | |
| • Coverage A, Workers' Compensation | Statutory |
| • Coverage B, Employers Liability | \$2,000,000 |
| (b) Comprehensive General Liability Insurance | \$5,000,000 each occurrence |
| <p>The coverage provided shall include "Comprehensive Form, Premises/Operations Underground, Explosion & Collapse Hazard, Products/Completed Operations, Contractual, Independent Contractors, Broad Form Property Damage, and Personal Injury"</p> | |
| (c) Owners Protective Insurance | \$5,000,000 each occurrence |

This insurance coverage shall be in favor of the Owner

Issued in compliance with the Commission Order in Case 04-W-1221 dated August 24, 2005.

Issued by: M.J. Pointing, V.P. & Gen. Mgr., 225 Palmer Ave., New Rochelle, NY 10801