

P.S.C. No. 1 – Water
United Water Westchester Inc.
Initial Effective Date: January 11, 2009

Leaf No. 83
Revision: 0
Superseding Revision: 0

GENERAL INFORMATION

THIRD: The estimated cost of said main extension, including taxes, the cost of the service connections and any other extension costs as defined in 16 NYCRR Part 501 is _____ Dollars (\$ _____).

FOURTH: The estimated paving cost associated with said main extension is _____ Dollars (\$ _____).

ARTICLE TWO

THE APPLICANT AGREES:

FIRST: To advance to the Company, simultaneously with the execution of this agreement, the sum of _____ Dollars (\$ _____), which represents the estimated cost of the main extension, the cost of the service connections, fire hydrants, accessories and applicable taxes and other extension costs as defined in 16 NYCRR Part 501. The advance so paid shall be the absolute property of the Company. (The Company may require a separate check for that portion of the deposit representing taxes.)

SECOND: To connect the buildings under construction to the said service connections upon completion thereof for the purpose of receiving regular water service therefrom.

THIRD: 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.

FOURTH: 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 (P.S.C. No. 1 – Water), duly filed with the Public Service Commission of the State of New York, as may be amended from time-to-time.

FIFTH: The title to the mains and service connections furnished and installed by the Company 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. After the Applicant demonstrates reasonable permanency, should further or additional longitudinal or lateral extensions be made from any point on this extension, the Applicant shall be entitled to a credit as provided in Paragraph FIFTH of Article THREE of the surcharge agreement the Applicant will be required to execute pursuant to Paragraph SECOND of Article THREE of this Agreement.

Issued by: M.J. Pointing, V.P. and General Mgr., 2525 Palmer Ave., New Rochelle, NY 10801