

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

Leaf No. 89
Revision: 0
Superseding Revision: 0

GENERAL INFORMATION

Certificates of Insurance shall name the Company as an additional insured, and shall be furnished to the Company prior to the commencement of work.

NINTH: The Applicant's contractor shall 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 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's contractor, under Company supervision, shall remedy at his 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 failure, defect or damage. In addition, during the aforesaid warranty period, the Applicant's contractor shall remedy at his own expense, under Company supervision, any damage to Company-owned or controlled real or personal property, when that damage is the result of any such defect of equipment, material or workmanship installed by the Applicant. The warranty with respect to work repaired or replaced hereunder will run for the greater of one year from the date of such repair or replacement or the remainder of the original two year period. During the warranty period as defined herein, the Applicant's contractor shall reimburse the Company for the costs of any emergency repairs undertaken by the Company to maintain the system in good working order. The Applicant's contractor shall also provide a bond from such sureties and in form and substance as are satisfactory to the Company in an amount at least equal to the Company's estimated cost to install the extension and fire hydrants as set forth in Paragraph THIRD, Article ONE securing the contractor's faithful performance of its warranty within a thirty (30) day period following the Company's demand for contractor action under such warranty. The bond shall remain in effect for as long as contractor's warranty obligations continue hereunder. If the surety on the bond furnished by contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in New York State, or it ceases to be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, contractor shall, within ten (10) days thereafter, substitute another bond and surety, both of which must be acceptable to the Company.

The applicant's contractor shall complete The Warranty of Water Main Extension Appurtenances, Section 46 of this tariff.

ARTICLE THREE

BOTH PARTIES AGREE THAT:

FIRST: As soon as the actual cost of the main extension, including the cost of the service connections and fire hydrants is known, the Applicant shall notify the Company and provide all cost documentation required by the Company. Upon verification by the Company of the total cost of the installation, the Applicant shall advance to the Company an amount equal to the Federal Income taxes on the total value of the installation, including the cost of fire hydrants, service connections and the Company fees for inspection, testing and disinfection. The Company shall not accept the Applicant installation into service until said tax payments are made. The actual cost of the extension, once known, will be filed with and appended to this document.

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