

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

Leaf No. 96
Revision: 0
Superseding Revision: 0

46. WARRANTY OF WATER MAIN EXTENSION APPURTENANCES

A WARRANTY, as described below, is hereby being provided this _____ day of _____ by _____ (the "Contractor"), with its principal office at _____ to UNITED WATER WESTCHESTER INC. (the "Company") in connection with Contractor's installation of water main extension(s) in the Company's distribution system and in consideration of the Company's agreement to such installation.

WITNESSETH:

- I. Contractor will be serving as the installation contractor for water main extension(s) of the distribution system of the Company as follows:

2. Contractor agrees that this WARRANTY shall apply to the materials and workmanship used in installing the main(s) described above and the appurtenant fire hydrants and service connections from the said main(s) to the property line of each premises to be served.
3. Contractor hereby warrants 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 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 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 Contractor. The warranty with respect to work repaired or replaced hereunder will run for the greater of one year from

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