Received: 08/27/1998 Status: CANCELLED Effective Date: 04/01/1999

..DID: 5001 ..TXT: PSC NO: 12 WATER LEAF: 58 COMPANY: NEW YORK WATER SERVICE CORPORATION **REVISION: 0** INITIAL EFFECTIVE DATE: 11/06/98 SUPERSEDING REVISION: STAMPS: Effective date postponed to 04/01/99. See Supplement No. 2, 1 RECEIVED: 08/27/98 STATUS: Effective EFFECTIVE: 04/01/99 After review of the Applicant's estimate of costs, the Company's estimate of installing the main extension, including the cost of the service connections, is _ DOLLARS (\$_ (d) The Company's estimate of the cost of installing fire hydrants required for the extension is DOLLARS (\$ The Company fees for inspection, testing and disinfecting are (e) DOLLARS (\$ **ARTICLE TWO** THE APPLICANT AGREES: To advance the Company, simultaneously with the execution of this FIRST: agreement: (a) the sum of) in payment of the Company's expenses referred to in THIRD (e) DOLLARS (\$ above. The advance so paid shall be the absolute property of the Company. To connect the buildings under construction to the said service SECOND: connections upon completion thereof for the purpose of receiving regular water service therefrom. To use contractors and materials acceptable to the Company. Said installation and connection shall be pursuant to the Company's specifications, and shall be subject to the Company's inspection, testing and acceptance. All work and materials performed or provided by Applicant shall be of first class quality and shall be in compliance with all applicable rules, laws and regulations of each governmental body or agency having jurisdiction. Said contractors must warrant that work performed in installing the main and appurtenances 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 installing Contractor shall warrant his work to the Company and shall remedy at his own expense, under Company supervision, 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 defect of equipment, material or workmanship installed by him. The Applicant's Contractor's warranty with respect to work repaired or replaced hereunder

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will run for one (1) year from the date of such repair or replacement or for the remainder of the two

(2) year period. During