

P.S.C. No. 1 – Water  
SUEZ WATER OWEGO-NICHOLS INC.  
Initial Effective Date: **September 25, 2017**

Leaf No. **36.2**  
Revision: **0**  
Superseding Revision:

**GENERAL INFORMATION**

**FIFTH:** 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. 4 - Water), duly filed with the Public Service Commission of the State of New York, as may be amended from time to time.

**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. 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 harmless from and against any and all direct or indirect loss or expense, including without limitations any attorneys' fees or costs, relating to any damage or injury, including death, to any property or any person arising from, or occurring in connection with, its performance of any work 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 arising from or occurring in connection with any breach of this Agreement by the Applicant.

**EIGHTH:** The Applicant agrees to provide, at its own expense, the following insurance coverages:

<b>Types</b>	<b>Minimum Amounts</b>
<b>Worker's Compensation</b>	<b>Statutory</b>
<b>Employer's Liability</b>	<b>\$500,000</b>
<b>Automobile Liability Insurance</b>	<b>\$1,000,000 per person</b>
<b>Bodily Injury and Property Damage</b>	<b>\$1,000,000 per accident</b>
<b>Commercial General Liability Insurance</b>	<b>\$1,000,000 each occurrence / \$2,000,000 Aggregate</b>

(including broad form contractual liability insurance, completed operations insurance, explosion, collapse and underground (X,C & U) and insurance for bodily injury and property damage)

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.