

P.S.C. No. 1 – Water
UNITED WATER OWEGO-NICHOLS INC.
Initial Effective Date: December 1, 2008

Leaf No. 39
Revision: 0
Superseding Revision: 0

GENERAL INFORMATION

shall be and remain the property of the Company, its successors and assigns, and the Company shall have the right to extend any main installed by it pursuant to the terms of this agreement in or to other lands, streets or avenues, but the Applicant shall not by reason thereof be entitled to any repayments other than those above provided for, except the portion of the deposit applicable to the cost of pumps, motors, tanks with land and housing for same, would be subject to adjustment during the period prior to refund so as to spread proportionately the said portion of the deposit to any future developer-applicant under similar conditions which would require use of such facilities to render service.

10. The Applicant will, on the request of the Company, grant to it an exclusive and irrevocable easement for the installation, maintenance and use of said main extension, services, and equipment, if any, (or existing contiguous mains), within the limits of any existing or proposed street, avenue, road or way, in form satisfactory to the Company and duly executed and acknowledged in proper form for record.
11. It is further mutually understood and agreed that if Applicant be a real estate developer the said extension may be installed during the development period of the said tract of land and before all proposed streets, avenues, roads or ways in said development shall have been completed to their final lines and grades. In order to protect both parties hereto from unnecessary and duplicate costs of such an extension and notwithstanding any other provision contained in this agreement, the parties agree:
 - (a) At the request of the Company, the Applicant shall furnish and erect property line and grade stakes at intervals of 100 feet or less along the property lines adjacent to and generally parallel with the course of the proposed new main, and shall furnish and erect property line and grade stakes at each and every hydrant location which shall be plainly marked "Fire Hydrant".
 - (b) The Company shall not commence the installation of any part of the extension in a street, avenue, road or way, until the same is graded to an elevation within ten inches above or below its proposed final grade, nor until it is cleared of all obstacles within a 25-foot radius of the proposed installation. After the work of installation has commenced, if the Applicant permits or causes any obstacles to be placed within the installation area which prevents or delays the work of installation, any added cost to the Company resulting therefrom shall be paid by the Applicant, and this added cost shall not be included in the refundable deposit.
 - (c) In the event that the final grades of the streets, avenues, roads or ways, in which the extension shall be installed are more than three inches lower or higher than the proposed grades indicated on the grade stakes or in the map of the proposed development, any cost of changing the elevations of mains, hydrants or any other appurtenances of the extension shall be paid to the Company by the Applicant and shall not be part of the refundable deposit.

Issued in compliance with the New York Public Service Commission Order in Cases 07-W-0639 and 07-W-0872,
issued April 23, 2008.

Issued by: M.J. Pointing, V.P., 575 E. Main Street, Owego, NY 13827.